CITY OF MONTEBELLO CITY COUNCIL
REGULAR MEETING AGENDA

WEDNESDAY, JUNE 23, 2021 AT 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL

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

CITY MANAGER	CITY TREASURER	CITY ATTORNEY
René Bobadilla, City Manager	Rafael Gutierrez	Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Brad Keller
Director of Finance	Michael Solorza
Director of Human Resources	Nicholas Razo
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	James Enriquez
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	Young-Gi Kim Harabedian

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. To ensure the health and safety of the public during the local, state, and federally declared COVID-19 Emergency, City Hall Council Chambers will not be open for this meeting, and all public participation must occur telephonically. Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Live Stream" tab, and may also be viewed on Channel 3.

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) 887-1363 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 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on any items listed on the Agenda. Anyone wishing to address the City Council on an item not listed on the Agenda (Non-Agenda Items) may do so during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. "Public Comments" may be limited to 30-minutes, those not accommodated during that time may have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered. Please show courtesy to others and direct all of your comments to the Mayor.

For those interested in making public comments, you may call up until the day of the meeting, **Wednesday, June 23, 2021 between 7:30 a.m. – 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, June 23, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be read out loud and submitted for the record. Any requests to provide public comment which is submitted after the deadlines indicated above will not be addressed at the council meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Council Agenda" tab. Copies of the agenda cover sheets will be available for pickup at the front and west entrance of City Hall, as well as the north side of the building on Masser Place. Please note that only 10 copies will be distributed between the three locations and will be available for pick up on a first-come, first-served basis. 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 – 5:30 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 – POTENTIAL LITIGATION**
   Government Code Section 54956.9(d)(2)
   Significant exposure to litigation in 1 case – CVRA

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9 (d)(2)
   One matter (facts need not be disclosed pursuant to Government Code Section 54956.9(e)(1)

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 112-132 S. 6th Street
   Agency's Negotiator: René Bobadilla, City Manager
   Negotiating Party: Cesar Chavez Foundation
   Under Negotiation: Price and Terms

5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 1345 N. Montebello Blvd.
   Agency's Negotiator: René Bobadilla, City Manager
   Negotiating Party: M&M Realty
   Under Negotiation: Price and Terms

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE – Jose Acosta, Transit Vehicle Maintenance Manager

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS – None

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

6. CALIFORNIA VOTING RIGHTS ACT ("CVRA") TRANSITION FROM AN "AT-LARGE" TO A "BY-DISTRICT" ELECTION SYSTEM – PUBLIC HEARING 1

RECOMMENDATION: It is recommended that the City Council:

1) Continue the process of analysis regarding the City of Montebello's transition from an at-large to a by-district election system and provide Staff direction with respect to retaining a demographer and special counsel; and
2) Take such additional, related, action that may be desirable.

7. PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-50 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2021 – 22 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and
2) Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.

8. AMENDED AND RESTATED STATUTORY DEVELOPMENT AGREEMENT WITH M&M AT MONTEBELLO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR THE PROPERTY

LOCATED AT 1345 N. MONTEBELLO BOULEVARD TO ALLOW THE EXISTING WAREHOUSE STRUCTURE (FORMER COSTCO BUILDING) TO BE USED AS A "LAST-MILE DELIVERY FACILITY" (SUCH AS AMAZON) AND RESERVING THE REMAINDER OF THE PROPERTY (COMPRISED OF APPROXIMATELY 3.63 ACRES) FOR A FUTURE MIXED-USE RETAIL AND/OR RESIDENTIAL DEVELOPMENT WITH PARKING FACILITIES THAT WILL BE SUBJECT TO AND CONDITIONED UPON FUTURE ENVIRONMENTAL ANALYSES AND DISCRETIONARY LAND USE APPROVALS BY THE CITY

RECOMMENDATION: It is recommended that the City Council:

1) Introduction and the waiving of *First Reading* of Ordinance No. 2439 approving an Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City; and
2) Take such other additional, related, action that may be desirable.

REGULAR BUSINESS

9. ADOPTION OF FISCAL YEAR 2021-22 OPERATING AND CAPITAL BUDGET

RECOMMENDATION: It is recommended that the City Council:

1) Approve Resolution No. 21-53 adopting the Fiscal Year 2021-22 operating and capital budgets for all funds; and
2) Approve Resolution No. 21-54 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2021-22; and
3) Approve Resolution No. 21-55 establishing a Fiscal Year 2021-22 appropriations limit per Government Code Section 7190 (Gann Limit).

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, with the exception of an item upon which a member of the public or City Council has requested to speak on, may be approved in a single motion. Such approval will also waive the reading of any ordinance.

10. ADOPT RESOLUTION NO. 21-49 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2021-22 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-49 (Attachment A) approving the Fiscal Year 2021-22 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on July 28, 2021 at 6:30 p.m; and
2) Take such additional, related action that may be desirable.

11. ADOPT RESOLUTION NO. 21-51 APPROVING THE ENGINEER'S REPORT FOR THE FY 2021-2022 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-51 (Attachment A) approving the Fiscal Year 2021-22 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for a Public Hearing for the regular meeting scheduled on July 28, 2021 at 6:30 p.m.; and
2) Take such additional, related action that may be desirable.

12. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3504 WITH INFRASTRUCTURE ENGINEERS FOR BUILDING AND SAFETY SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 3504 with Infrastructure Engineers for building and safety services in the aggregate amount not-to-exceed $125,000 annually for general building permits and $300,000 total for building permits associated with the Montebello Hills Development Project; and
2) Authorize the City Manager to execute the agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

13. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 3891 FOR ENGINEERING SERVICES TO NCM ENGINEERING CORP FOR THE GARFIELD AVENUE AND VIA CAMPO BUS TURNOUT LANE PROJECT (RFP. NO. 21-27)

RECOMMENDATION: It is recommended that the City Council:

1) Award Professional Services Agreement No. 3891 to NCM Engineering Corp for Engineering Services for the Garfield Avenue and Via Campo Bus Turnout Lane Project (RFP No. 21-27) in an amount not-to-exceed $872,473; and
2) Authorize the City Manager to execute the agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

14. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP) for on-call architectural and engineering services; and
2) Take such additional, related, action that may be desirable.

15. ADOPT RESOLUTION NO. 21-48 APPROVING SIGN LEASE AGREEMENT NO. 3893 FOR THE PROPOSED DIGITAL SIGN FOR THE PROPERTY LOCATED AT 820 N. GARFIELD AVENUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SIGN LEASE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION: It is recommended that the City Council:

1) Approving Sign Lease Agreement No. 3893 between The Roman Catholic Archbishop of Los Angeles, on behalf of Our Lady of Miraculous Medal, and the City of Montebello for the property located at 820 N. Garfield Avenue; and
2) Authorize the City Manager to execute Sign Lease Agreement No. 3893 for usage of a proposed digital sign at 820 N. Garfield Avenue; and
3) Take such additional, related, action that may be desirable.

16. ADOPT ORDINANCE NO. 2438 AMENDING CHAPTER 10.32 - "STOPPING, STANDING AND PARKING" OF THE MONTEBELLO MUNICIPAL CODE TO DESIGNATE CERTAIN PARKING STALLS AS ELECTRIC VEHICLE CHARGING STATIONS AT CITY OWNED OR OPERATED OFF-STREET LOTS AND PARKING FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1) Waive *Second Reading* of Ordinance No. 2438 amending Chapter 10.32 – "Stopping, Standing and Parking" of the Montebello Municipal Code reserving certain stalls as electric vehicle charging stations at City-owned or operated lots and parking facilities; and the establishment of parking fees and permit fees, if any, designated permit areas, exempted periods, and overstay charges for spaces designated for use of electric vehicle charging stations; and
2) Authorize, the City Manager or his designee(s), to erect the required signage per California Vehicle Code sections 22511 giving notice of the prohibitions, restrictions and/or regulations ushered in by the proposed Ordinance; and
3) Take such additional, related action that may be desirable.

17. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3444 WITH JOHNSON CONTROLS FOR CITYWIDE HVAC MAINTENANCE AND REPAIRS AND AUTHORIZE PAYMENT TO F.M. THOMAS AIR CONDITIONING, INC. FOR EXTRA SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 2 to Agreement No. 3444 with Johnson Controls for Citywide Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair; and
2) Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
3) Take such additional, related, action that may be desirable.

18. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 3892 FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR (RFP NO. 21-29) TO ION SECURITY SYSTEMS, LLC

RECOMMENDATION: It is recommended that the City Council:

1) Award Professional Services Agreement No. 3892 to Ion Security Systems, LLC in an amount not-to-exceed Fifty Thousand Dollars ($50,000) annually for Security and Fire Alarm Monitoring, Maintenance and Repair; and
2) Authorize the City Manager to execute an agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

19. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 3890 FOR GOLF COURSE MANAGEMENT WITH S&S LABARGE GOLF, INC.

RECOMMENDATION: It is recommended that the City Council:

1) Award Agreement No. 3890 with S&S LaBarge Golf, Inc (S&S LaBarge) with an initial three-year term in an annual not-to-exceed amount of Three Hundred Sixty Thousand Dollars ($360,000) to provide Golf Course Management and Golf Course Professional Services at the Montebello Golf Course; and
2) Authorize the Director of Recreation and Community Services to serve as the City Designee to have authority to act for and exercise any of the rights of the City including, but not limited to, vendor payment requests and reimbursements which may be necessary for the operation of the Golf Course; and
3) Authorize the City Manager to execute the Agreement on behalf of the City; and
4) Take such additional related action that may be desirable.

20. APPROVAL TO PURCHASE CITY COUNCIL CHAMBER SEATING THROUGH THE SOURCEWELL COMPETITIVE GOVERNMENT BIDDING PROCESS

RECOMMENDATION: It is recommended that the City Council:

1) Approve the purchase of upgraded City Council Chamber audience seating from Herk Edwards, Inc. in an amount not-to-exceed Fifty-Seven Thousand, Five Hundred Sixty-Six Dollars ($57,566); and
2) Authorize the City Manager to execute a Purchase Order on behalf of the City; and
3) Utilize the Sourcewell competitive bidding process; and
4) Take such additional, related, action that may be desirable.

21. APPROVE AN INCREASE TO THE BLANKET PURCHASE ORDERS ESTABLISHED WITH VALLEY POWER SYSTEMS, INC., SOCAL AUTO & AUTO PARTS, INC., AND FORD OF MONTEBELLO, INC., FOR THE PURCHASE OF MAINTENANCE RELATED BUS PARTS

RECOMMENDATION: It is recommended that the City Council:

1) Approve a change order to the blanket purchase order established with Valley Power Systems, Inc., to increase the total not-to-exceed amount to $63,918, for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and
2) Approve a change order to the blanket purchase order established with Socal Auto & Auto Parts, Inc., to increase the total not-to-exceed amount to $53,450 for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and
3) Approve a change order to the blanket purchase order established with Ford of Montebello, Inc., to increase the total not-to-exceed amount to $57,500 for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and
4) Take such additional, related action that may be desirable.

22. ADOPT RESOLUTION NO. 21-47 AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-47 authorizing the City Manager to execute documents to obtain funds provided by Senate Bill 1(SB1); and
2) Take such additional, related, action that may be desirable.

23. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 3889 TO AIR & LUBE SYSTEMS, INC., FOR THE TRANSIT BUS LIFT (HOIST) REPLACEMENT, REQUEST FOR PROPOSAL NO. 21-30

RECOMMENDATION: It is recommended that the City Council:

1) Award Professional Services Agreement No. 3889 to Air & Lube Systems, Inc., in an amount not-to-exceed Four Hundred Ninety-Nine Thousand, Six Hundred Seventy-Five Dollars ($499,675) for the Transit Bus Lift (Hoist) Replacement, Request For Proposal No. 21-30; and
2) Authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the city of Montebello; and
3) Take such additional, related, action that may be desirable.

24. ADOPT RESOLUTION NO. 21-45 APPROVING THE CITY'S INVESTMENT POLICY

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-45 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.

25. PAYMENT OF BILLS: RESOLUTION NO. 21-52 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 23, 2021

RECOMMENDATION: Adopt the proposed Resolution approving the Warrant Register dated June 23, 2021.

ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

1. **Councilmember Melendez**
   a. Cafecito Event
2. **Councilmember Jimenez**
   a. Stride for Pride 5k – in partnership with Run Montebello Run
   b. Benefit Latino Equality Alliance & The Wall Las Memorias
   c. Set and establish a Pride Flag/banner policy for future
   d. Sister City follow-up
   e. Past Councilman Phil Ramos
3. **Councilmember Peralta**
   a. June Pride Activities
   b. Recognition of the Schurr High School AVID "Marcos Montes Dream Scholarship" recipients: Jonathan Sandoval, Alexis Rios, and Jennifer Lopez
   c. Request for Presentation on End of the Year Citywide Project Updates
   d. Cooling Centers
4. **Mayor Pro Tem Torres**
   a. Montebello Volunteer Corps.
5. **Mayor Cobos-Cawthorne**
   a. Update on outdoor dining – Al Fresco Program

ADJOURNMENT

The City of Montebello will adjourn to the next Regular Meeting on July 28, 2021 at 5:30 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 20, 2021 5:30 p.m.

Alicia Fernandez, Deputy City Clerk

ITEM #6

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **California Voting Rights Act ("CVRA") Transition from an "At-Large" to a "By-District" Election System – Public Hearing 1**

DATE: June 23, 2021

RECOMMENDATION(S):

It is recommended that the City Council:

1) Continue the process of analysis regarding the City of Montebello's transition from an at-large to a by-district election system and provide Staff direction with respect to retaining a demographer and special counsel; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Should the Council continue the process of transitioning from an at-large to a by-district election system, staff recommends retaining the services of a demographer to assist with the districting and public hearing process. The City Attorney's office has contacted the National Demographics Corporation ("NDC"), a leading demography consulting firm, to secure a quote and anticipates that the cost of their services will be within the range of $50,000 - $55,000. NDC's services offered include the following: district map drawing, presentations during scheduled public hearings, map-drawing tool for which a link may be placed on the City website for residents to draw what they believe the districts should be, and assistance with the County Registrar of Voters to implement the final adoption plan. The City Attorney's office is in contact with NDC and is requesting further information regarding the costs for services and will update Council when that information is received.

The City Attorney's office has also contacted the law firm of Nielsen Merksamer for potential retainer as Districting and Voting Rights Special Counsel. Hourly rates for the attorneys that may be involved range from $450 to $685 per hour. If the Council chooses

to retain the services of Nielsen Merksamer to assist with the districting process, an estimate of the expected range of legal fees, not including any potential litigation fees and costs, is $50,000 - $75,000. However, if the services requested by Council are materially more intensive, or if the Council requests in-person attendance to meetings, the total cost of the project will increase accordingly. The services offered by Nielsen Merksamer include the following: (1) Assist with educating the Council and staff about the law and the factors courts have considered necessary to comply with the legal requirements of the federal Voting Rights Act of 1965; (2) Assist the City staff in preparation for the public hearing process; (3) Attending public hearings and meetings as requested; (4) Assist the Council and City staff in making a legal determination of the policies and data necessary to create districts in a legally and constitutionally sufficient manner; (5) Provide expert legal advice to the Council and assist City staff in reviewing proposed districting plans to ensure their legal and constitutional sufficiency; (6) Preparation of Staff Reports, Ordinances, and all other documents necessary to put new plan into effect; and (7) work with City staff to develop a public outreach program. Additional funds will be required for the public outreach program, up to an additional $30,000.

If the Council ultimately adopts an ordinance implementing by-district elections, the City of Montebello may also be liable for costs to the prospective plaintiffs of up to an additional $30,000. If it does not, a fee demand will likely exceed that amount by a significant margin.

BACKGROUND

On March 15, 2021, the City of Montebello ("City") received a Notice of Possible Violation of California Voting Rights Act ("CVRA") demand letter from attorney Scott J. Rafferty ("Rafferty"), on behalf of his client, which threatened legal action against the City under the CVRA if the City does not transition from at-large to district-based elections of City Councilmembers.

Recent efforts to protect jurisdictions from costs related to CVRA litigation (which include plaintiffs' attorneys' fees and litigation expenses) led to an amendment of the Elections Code 10010 to include a "safe-harbor" provision that gives the jurisdictions the opportunity to change their election system once they receive a demand letter and caps legal fees recoverable by a plaintiff at $30,000 if a jurisdiction:

a. Adopts a Resolution of Intention to transition to district-based elections that outlines specific steps and estimates a time frame, within forty-five (45) days of receiving the demand letter; and

b. Holds at least five (5) public hearings and adopts an ordinance within ninety (90) days of adopting the resolution of intention.

On April 22, 2021, Attorney Rafferty agreed to extend the forty-five (45) day deadline described in subsection (a) above to adopt a resolution of intention to transition to district-based elections until May 27, 2021.
On May 26, 2021, the City Council adopted a Resolution of Intention to transition from an at-large to a by-district election process in compliance with the "safe-harbor" provision of Elections Code 10010.

DISCUSSION

The CVRA was enacted in 2001 to implement the California constitutional guarantees of equal protection and the right to vote. The CVRA is broader than the Federal Voting Rights Act and provides a private right of action to members of a protected class where, because of "dilution or the abridgment of the rights of voters," an at-large election system "impairs the ability of a protected class to elect candidates of its choice or its ability to include the outcome of an election." A violation of CVRA is established if racially polarized voting occurs in elections. "Racially polarized voting" means voting where there is a difference between candidates or other electoral choices preferred by voters in a protected class and those preferred by voters in the rest of the electorate." Intent to discriminate is not necessary to find evidence of racially polarized voting.

Under the CVRA, a plaintiff need not obtain a court judgment to recoup attorney fees. A plaintiff may seek attorney fees if the matter is settled or the defendant agency acceded to the plaintiff's demands before judgment. Plaintiff must demonstrate, however, that his or her suit or demand was a "substantial factor contributing to" the agency's decision to adopt districts.

If Council decides not to change to district-based elections, Rafferty, on behalf of prospective plaintiffs, can be expected to sue the City for violation of the CVRA. Costs to defend against a CVRA lawsuit often exceeds $1 million and successful plaintiffs are entitled to attorney's fees, costs and other litigation expenses. Public agencies are not entitled to costs or litigation expenses unless the court finds the action to be frivolous, unreasonable, or without foundation.

On May 26, 2021, the City Council adopted a Resolution of Intention to transition from an at-large to a by-district election process. Accordingly, five (5) public hearings must be held within 90 days from the date of adoption. The first two public hearings are held prior to drawing maps to consider communities of interest and other interest which should influence map design through public comment. The third and fourth public hearings are held to receive public input on the draft maps provided by the City's contract demographers, those submitted by Mr. Rafferty and any other map proposals that are received. The fifth hearing to introduce the ordinance may be on the same day as the fourth hearing, provided the proposed draft district map does not change.

Because the Resolution of Intention was adopted on May 26, 2021, an ordinance establishing a by-district election process and a final district map must be adopted by August 24, 2021. However, this 90-day period may be extended by an additional 90 days by written agreement between the prospective plaintiff and the City.

SUMMARY

On May 26, 2021, the City Council adopted a Resolution of Intention to transition from an at-large to a by-district election process in compliance with the "safe-harbor" provision if Elections Code 10010. Staff recommends that the City Council continue the process of analysis regarding the transition from an at-large to a by-district election system and provide Staff with direction with respect to the retainer of a demographer and special counsel.

ATTACHMENT(S):

None

ITEM # 7

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

SUBJECT: **Public Hearing – Residential Solid Waste Collection and Recycling Charges Annual Rate Adjustment**

DATE: June 23, 2021

RECOMMENDATIONS:

It is recommended that the City Council take the following actions:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-50 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2021 – 22 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and,

2) Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.

FISCAL IMPACTS

Pursuant to the terms of Agreement No. 3740 between the City and Arakelian Enterprises (dba Athens Services), monthly rates for residential waste collection and recycling are subject to an annual adjustment based upon the Consumer Price Index (CPI) for the Los Angeles County Area. An analysis of the CPI was recently conducted comparing the index for April 2020 and April 2021. The study found that the index had increased by 3.61 percent.

Staff recommends reviewing the proposed rate increase and approving a new residential rate of $28.07 per month. If approved by the City Council, the new rate would be effective July 1, 2021.

BACKGROUND

Since 1962, Athens has provided residential curbside solid waste collection/disposal services in the City. In 2008, the City Council approved an agreement with Athens to provide exclusive waste collection/disposal services within the City for both residential and commercial services. Elements of this action led to numerous lawsuits between the City and Athens that would eventually be resolved under the terms and conditions of a Settlement Agreement approved on February 10, 2020 (Agreement No. 3740). Terms of the settlement authorized Athens to annually adjust rates for residential waste collection and recycling pick-up services based upon CPI. For more than a decade residential refuse rates remained unchanged.

In May 2021, the City received a letter from Athens formally requesting a rate increase of 3.61 percent (See Attachment B). If this rate increase is approved, the new rate will be $28.07 per customer per month.

As part of the review and approval process for the rate increase, the City must conduct a public hearing to review the request and receive input from the public. If approved, notice regarding the rate increase will be forwarded to the Los Angeles County Auditor-Controller to be placed on the property tax bills effective July 1, 2021.

As required by law, Notices of Public Hearing were published and posted (Attachment C).

SUMMARY

In May 2021, Athens Services submitted correspondence to the City requesting a rate increase for local residential waste collection/disposal and recycling pick-up services. Under the terms of the Settlement Agreement between the City and Athens Services, the proposed rate adjustment occurs annually based upon local CPI. If approved, the monthly service rate will increase to $28.07 per customer, per month effective July 1, 2021.

It should be noted that the February 10, 2020 City Council approved settlement agreement requires the annual CPI adjustment. This settlement agreement (Agreement No. 3740) ended more than a decade of legal action and prevented a significant judgment against the City.

ATTACHMENTS:

Attachment A – Resolution No. 21-50
Attachment B – Letter – Athens Services – Annual Rate Adjustment
Attachment C – Public Hearing Notice

ATTACHMENT A

RESOLUTION NO. 21-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2021-22 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT (AGREEMENT NO. 3740) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, since the approval of an Amended and Restated Agreement between the City and Athens referred to as Agreement 668 ("Agreement 668") in 2008, disputes arose and were litigated between the parties which were resolved by the terms of a Settlement Agreement identified as Agreement No. 3740, approved by the City Council on February 10, 2020; and

WHEREAS, pursuant to the terms of Agreement No. 3740, Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of July 1, 2021 through June 30, 2022 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

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

SECTION 1: That pursuant to Agreement No. 3740, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On May 28, 2021, Athens submitted a request for approval for a rate adjustment for the period of July 1, 2021 through June 30, 2022 (Fiscal Year 2021-22) consistent with the terms of the Settlement Agreement No. 3740.

SECTION 2: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of $28.07 per customer per month. The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

SECTION 4: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED this 23rd day of June, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-50 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ATTACHMENT B

Athens Services

Waste Collection·Recycling·Transfer·Disposal·Street Sweeping

14048 Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716-0009
Fax (626) 330-4686
(626) 336-3636

May 28, 2021

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Re: Annual Rate Adjustment

Mr. Bobadilla:

In accordance with the Settlement Agreement between Arakelian Enterprises Inc. ("AEI") dba Athens Services executed February 10, 2020 and pursuant to Section 4 of that Agreement, please accept this letter as Athens Services' request to adjust the rates that Athens Services is to be paid for the services provided under Agreement 668.

The CPI for All Urban Consumers for Los Angeles was 275.853 in April 2020 and it increased to 285.808 in April 2021, for a change of 9.955 (see attached CPI schedule). Dividing the 9.955 change by the April 2020 index value results in a 3.61% change. This 3.61% increase applied to the $27.09 stipulated rate effective July 2021 yields a final rate of $28.07 per customer per month (see attached rate calculation).

Athens Services requests that its rate of compensation be adjusted to $28.07 per customer per month. Please handle the administrative processing of this request to make the rates effective July 1, 2021 and call me at (626) 934-4619 if you have any questions.

Sincerely,

Gary Clifford
Executive Vice President

Enclosure
Cc: Juan Rodriguez, VP of Operational Support
Cesar Zarate, Director of Finance, Athens Services
Wendy Bruget, Director of Government Affairs, Athens Services

CITY OF MONTEBELLO
CALCULATION OF RESIDENTIAL RATE
Effective July 1, 2021 - June 30, 2022

Date	Amount	Notes
Apr 2020	275.853	Consumer Price Index - All Urban Consumers, LA
Apr 2021	285.808	Consumer Price Index - All Urban Consumers, LA
	3.61%	**CPI increase percent**
$	27.09	Current rate per customer per month
	3.61%	CPI increase percent
$	0.98	CPI increase Amount
$	**28.07**	**New rate per customer per month**

Notes: **Increase in compensation to be effective on the July 2021 invoice.**

CITY OF MONTEBELLO
Ancillary Service Rate
Effective July 1, 2021 - June 30, 2022

Service		Net Rate
30,60,90 gallon additonal cart	$	1.99
Residential Go-Back or Dead-Run	$	20.00
Bulky Item Pick Up or Dead-Run	$	25.00
Additional Bulky Item pick up	$	15.00
Roll-Out Service	$	18.00
Declined Payment Fee (any reason)	$	25.00
Late Fee		$5 min or 1.5%

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567
2021	280.178	281.347	282.648	285.808									

285.808	CPI - CY
-275.853	CPI - PY
9.955	CPI - Change #
275.853	CPI - PY
3.61%	CPI - Change %

ATTACHMENT C

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on **Wednesday June 23, 2021, at 6:30 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

- Beginning on July 1, 2021, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be $28.07 per residential customer.
- Beginning on July 1, 2022 and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office **on or before Wednesday June 23, 2021 between 9:00 a.m. – 3:30 p.m. at (323) 887-1359**. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m. – 3:30 p.m. on Wednesday, June 23, 2021**. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Alicia Fernandez, Deputy City Clerk

Dated: June 7, 2021
Date posted: June 10, 2021
Date published: June 17, 2021

ITEM #____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Amended and Restated Statutory Development Agreement with M&M at Montebello, LLC, a California limited liability company for the Property Located at 1345 N. Montebello Boulevard to Allow the Existing Warehouse Structure (Former Costco Building) to be Used as a "Last-Mile Delivery Facility" (such as Amazon) and Reserving the Remainder of the Property (Comprised of Approximately 3.63 Acres) for a Future Mixed-Use Retail and/or Residential Development with Parking Facilities that will be Subject to and Conditioned Upon Future Environmental Analyses and Discretionary Land Use Approvals by the City**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council conduct a public hearing and consider the following:

1) Introduction and the waiving of first reading of Ordinance No. 2439 approving an Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City; and

2) Take such other additional, related, action that may be desirable.

FISCAL IMPACT

Pursuant to the Amended Development Agreement (please see Attachment B), M&M at Montebello, LLC, a California limited liability company (the "Developer") will pay the City the following public benefit and developer fees:

a) Annual in-lieu sales tax revenue to the City in the amount of $150,000 upon commencing operations, and continuing so long as the warehouse is utilized for the Last-Mile Delivery Station or as a substantially similar last mile shipping facility. The in-lieu sales tax revenue will be collected by the City in annual payments that are due on or before July 1st. This revenue would be suspended upon completion of Phase II, or alternatively reduced by 50% after year seven (7) if Developer has applied for but not received approval from the City for development of Phase II. It is anticipated that the first payment will be received in Fiscal Year 2021-22, and projected revenue has been included in the proposed budget.

b) Phase II will be subject to future discretionary approvals and environmental review by the City and City Council. M&M has expressed interest in a mixed-use project with between 250-350 luxury apartments. In the event the Phase II Project is approved by the City Council and includes market rate residential units (e.g. non-affordable), this Agreement would memorialize the in-lieu affordable housing fees to be paid by developer as equal to $2,500 (two thousand five hundred dollars and 0/100 cents) per unit.

BACKGROUND

The former Costco site located at 1345 N. Montebello Blvd. within the City of Montebello is comprised of two adjacent parcels (Los Angeles County Assessor Parcel Numbers: 5293-001-022 and 5293-001-023) totaling approximately 18.4 acres (801,730 square feet) of combined lot area (the "Property"). The Property is currently unutilized with a vacant building that was previously used as a warehouse facility for Costco. The Developer seeks to transform the existing vacant warehouse building (totaling approximately 137,688 square feet) into a last mile shipping facility for commercial retailers.

In 1989, the Property was purchased by the former Community Redevelopment Agency of the City of Montebello ("RDA") and in 1993, was leased to Costco Wholesale Corporation (then known as "Price Club") for development and operation of their well-

known retail warehouse ("Costco"). The lease provided for an initial term of 10-years, with four (4) optional 5-year extensions. It also provided Costco the right to purchase the Project Site at any time during the term of the lease.

Concurrent with the lease, the City Council for the City of Montebello ("City Council") amended the zoning designation of the Property from "General Commercial" (C-2) to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development," which authorized the construction and operation of the improvements on the Property.

In April 2017, Costco provided notice to exercise its option to purchase a site located in the City of Monterey Park. Costco and the City worked cooperatively to identify beneficial alternative uses for the Property that reflect the commercial-tenant market's current demands, preserve the City's sales tax base, and provide residents with close and convenient access to desirable businesses and amenities. At the time the City explored the prospect of gaining site control and installing a range of land uses at the site, ranging between auto sales, replacement big box tenants, and similar retail and commercial uses. However, the financial risk to the City would have been significant, and the layout and location of the Property made identifying a desirable and financially viable long-term use difficult.

Following Costco's purchase of the Property, on February 27, 2019, the City Council approved a statutory Development Agreement and an Amendment to the Precise Plan of Development for the Property. The proposed DA and Amendment consisted of repurposing the improvements, including the 138,000 square-foot box structure and constructing up to four (4) new outlying building pads. The pads would total a maximum of 31,000 square feet, for a total project gross leasable area not to exceed 155,000 square feet to be occupied by retail and commercial land uses consistent with General Plan and zoning regulations for the Property.

Costco subsequently sold the Property and assigned the Development Agreement and Amended Precise Plan to M&M Reality Partners (DBA M&M at Montebello, LLC, a California limited liability company); a transaction that was considered and approved by the City. Since that time, Developer and the City have cooperatively explored options for long-term development and use of the Property that further their mutual goals and objectives for the Property.

On March 8, 2021, the Developer submitted an application to modify DA No. 3567 and

replace the Amended Precise Plan of Development with a two (2) phased project (Phase I and Phase II). The first phase would allow the entire existing warehouse structure (former Costco building) and portions of the immediately surrounding parking areas to be used as a "last-mile delivery facility." The second phase of the proposed project would reserve the remainder of the Property (comprised of approximately 3.63 acres) for a future mixed-use retail or residential development with parking facilities, with the second phase to be specifically defined and approved in future discretionary land use approvals from by City and subject to environmental studies and analyses (cumulatively the "Project").

It should be noted that the original Development Agreement permits Developer to utilize a portion of the existing warehouse structure for a "last mile shipping facility" as an incidental or accessory use to an overall retail / commercial mixed use project, with the mixed-use project anticipated to further various plans and objectives of the Land Use Element of the General Plan, including that: Commercial development in the City should be sited in appropriate locations according to need; the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City; frontage areas along the Pomona Freeway (State Route 60) with good accessibility should be preserved for further commercial and industrial development. The proposed Amended Development Agreement would permit the Developer to utilize the entire Warehouse Structure for the last mile delivery station project, subject to Developer's subsequent obligations thereafter to: make the developer payments to the City pursuant to the Amended Development Agreement; and proceed with development of the Phase II project on the Phase II property subject to separate discretionary actions and environmental analysis.

On April 6, 2021, the Planning Commission conducted a duly noticed public hearing and unanimously approved Resolution No. 08-21 recommending the City Council adopt an ordinance approving an Amended and Restated Development Agreement with the Developer to allow the existing warehouse structure (at the former Costco site) and portion of the immediate surrounding parking area s to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the property (comprised of approximately 3.63 acres) for a future mixed-use retail and/or residential development with parking facilities that would be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

On June 10, 2021, the Public Hearing Notice for the City Council meeting was delivered to owners/occupants within the required radius via U.S. Mail.

In addition, the Notice of Public Hearing for the City Council meeting was published in the Whittier Daily News on June 10, 2021.

ANALYSIS

The General Plan Land Use Designation for the Property is Commercial, and the underlying zone is C-2-PD (General Commercial – Planned Development District). Pursuant to Government Code Section 65867.5, the provisions of the Amended Development Agreement (please see Attachment B) are consistent with the City's General Plan and any applicable zoning regulations established for the Property, the findings of which are incorporated in this report.

The proposed amendment to the Development Agreement conforms with the Montebello General Plan (including the Land Use Element) as well as the Montebello Zoning Code. The proposed project will transform an underutilized vacant property with improvements that include, among other things, a cohesive development that will increase the revenue from these properties to the City in the form of increased property tax and sales tax revenue (or sales tax in lieu payments approved by the City Council). Though the proposed project is not a "traditional" commercial land use, it will generate significant local job opportunities in response to the retail and commercial needs of local residents and businesses in the "post" COVID-19 economy. In context of the irregular shape and configuration of the Property, together with the changed retail economic markets, the project is a productive land use that is materially consistent with applicable land use regulations. The proposed Project also incentivizes the Developer to expeditiously proceed with planning and development of Phase II, and conditions that phase upon future discretionary actions, thereby both protecting against long term underutilization of the subject site and ensuring the future development is consistent with land uses in the vicinity and applicable regulations.

The goals and objectives of the City's General Plan most applicable to the project include (as discussed further in the attached proposed Ordinance):

- Goal #1: Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.
- Goal 3 is to provide for the development and location of commercial shopping areas within the community in a manner compatible with other land uses.

- Objective 3 notes that "'cluster' type commercial development is preferential to the proliferation of strip commercial.
- Policy Commercial 2 states that the "City should contain a variety of types of commercial development, including regional and community shopping facilities, local neighborhood convenience centers, highway-oriented development and professional office-type areas."

A proposed Ordinance is attached for City Council consideration, finding that the proposed Project is consistent with land use goals and regulations, recommending the City Council find the proposal is exempt from the California Environmental Quality Act ("CEQA"), and approving the Amended Development Agreement consistent with the recommendation from the Planning Commission.

ENVIRONMENTAL

The proposed Amended Development Agreement is a discretionary action of the City and is considered a "project", per the California Environmental Quality Act (CEQA). The project is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;

2. Existing facilities of both investor and publicly-owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and

3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed amendment would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the Property given the conditions of approval.

SUMMARY

Staff is requesting this City Council conduct a public hearing to consider the following:

(1) The introduction and the waiving of first reading of Ordinance No. 2439 approving an Amended Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

ATTACHMENT(S):

A. Attachment A – Draft Ordinance No. 2439
B. Attachment B – Proposed Amended Development Agreement
C. Attachment C – Notice of Exemption

ATTACHMENT A

ORDINANCE NO. 2439

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA APPROVING AN AMENDED DEVELOPMENT AGREEMENT (DA ___) FOR THE PROPERTY LOCATED AT 1345 NORTH MONTEBELLO BOULEVARD

WHEREAS, in 1989, the property located at 1345 N. Montebello Boulevard ("Property") was purchased by the former Community Redevelopment Agency ("RDA") of the City of Montebello ("City") for an unknown sum, and in 1993 was leased to Costco Wholesale Corporation (then known as "Price Club") for development and operation of their well-known retail warehouse ("Costco")

WHEREAS, the lease provided for an initial term of 10-years with four (4) optional extensions of five (5) years each, and provided Costco the right to purchase the Project Site at any time during the term of the lease;

WHEREAS, concurrently with the lease, the City Council of the City of Montebello ("City Council") amended the zoning designation of the property from "General Commercial" (C-2) to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development" which authorized the construction and operation of a retail warehouse structure and associated parking on the Property;

WHEREAS, in April 2017 Costco provided notice that it was exercising its option to purchase the Property in connection with vacating its Montebello location and relocating to the City of Monterey Park, and Costco and the City subsequently worked cooperatively to identify beneficial alternative uses for the Property to advance their mutual goals and objectives, reflect market demands of the retail / commercial relator industry, preserve or increase the City's tax revenue base, and provide residents with close and convenient access to desirable businesses and amenities;

WHEREAS, on February 27, 2019, the City Council approved a statutory Development Agreement with Costco and an Amendment to the Precise Plan of Development for the Property (hereinafter "DA No. 3567" and the "Amended PPD" respectively) permitting and authorizing the repurposing of the existing improvements, including the 138,000 square-foot warehouse structure, and constructing up to four (4) new outlying pads totaling a maximum of 31,000 square feet, for a mixed use retail / commercial project with a gross leasable area not to exceed 155,000 square feet ("Original Project");

WHEREAS, with the City's acknowledgement and consent, DA No. 3567 and Amended PPD were subsequently transferred or assigned to M&M Realty Partners (the "Developer") in connection with its purchase of the Property from Costco, and since that time Developer and the City have worked together cooperatively and in good faith towards identifying potential tenants and occupants for the Original Project and exploring alternative design and use concepts for the Property that reflect changing market demands and community needs;

WHEREAS, on March 8, 2021, Developer submitted an application to modify DA No. 3567 and replace the Amended PPD (Case No. DA01-21) with an Amended Development Agreement to allow the Property to be used and developed with a two (2) phase project, with the first phase consisting of the reuse and redevelopment of the existing warehouse structure (former Costco building) and portions of the immediately surrounding parking areas with a "last-mile delivery facility," and reserve the remainder of the Property (comprised of approximately 3.63 acres) for a future second phase project to be comprised of mixed-use retail and/or residential uses with parking facilities, with the second phase of the project subject to and conditioned upon any necessary environmental review under the California Environmental Quality Act ("CEQA") and future discretionary land use approvals by the City (cumulatively the "Project");

WHEREAS, the City, as lead agency for the Project under the California Environmental Quality Act ("CEQA"), has evaluated potential environmental effects of the Project and has concluded that the Project is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 of CEQA's Guidelines (Existing Facilities);

WHEREAS, on April 6, 2021, the Planning Commission held a duly noticed public hearing, and after consideration of the materials presented at the same, adopted a Resolution recommending that the City Council adopt an ordinance approving Amended Development Agreement No. ____;

WHEREAS, the City Council has held a duly notice public hearing to consideration the Project, and has heard and considered staff presentations and reports, and all public comments submitted on the Project;

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

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

SECTION 1. RECITALS. Based on the staff reports, presentations, public testimony, comments, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and declares that the Recitals set forth above are true and correct, and therefore adopts and incorporates such as a material part hereof, and further, and based upon such evidence, makes the additional findings set forth below in this Ordinance.

SECTION 2. CEQA FINDINGS. The City Council, in light of the whole record before it, finds and declares that adoption of this Ordinance and approval of the Amended Development Agreement is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 (Existing Facilities). The Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed Project would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the property given the conditions of approval.

SECTION 3. DEVELOPMENT AGREEMENT. This Ordinance incorporates, and by this reference makes a part hereof, the Amended Development Agreement attached hereto as Exhibit A, which will supersede and replace the DA 3567 and the Amended PPD subject to and conditioned on the terms and conditions set forth in the Amended Development Agreement, and the City Council hereby approves and adopts the Development Agreement based upon the following findings:

A. General Plan Consistency.

The City Council hereby finds that Amended Development Agreement, substantially in the form submitted herewith, is consistent with the goals, policies and implementation measures set forth in the General Plan, in that it advances:

1) Goal 1: "formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development." The proposed Project is a productive land use for the Property given the unique layout and topographical features of the site, which make visibility and access to the Property difficult from the perspective of traditional commercial / retail land uses, and given the changing landscape of the retail / commercial industry; particularly following the COVID-19 pandemic. The proposed Project has convenient access to area freeway corridors and will generate local jobs, increase property tax base, and generate sales tax in lieu revenues to the City's general fund.

2) Goal 3 is to provide for the development and location of commercial shopping areas within the community in a manner compatible with other land uses. The proposed Project is a productive land use for the Property given the unique layout and topographical features of the site, and given the changing landscape of the retail / commercial industry following the COVID-19 pandemic. The proposed use of the Property as a distribution facility is consistent with convenient access to main freeway corridors in the region and local trucking routes.

3) Objective 3 notes that "'cluster' type commercial development is preferential to the proliferation of strip commercial. The proposed Project contemplates the repurposing of existing structures on the site, which are "box" or "clustered" in design as opposed to a strip mall configuration.

4) Policy Commercial 2 states that the "City should contain a variety of types of commercial development, including regional and community shopping facilities, local neighborhood convenience centers, highway-oriented development and professional office-type areas." The proposed Project is a productive land use for the Property and addresses the changing landscape of the retail / commercial industry following the COVID-19 pandemic. The proposed use of the Property will provide local jobs for residents and provide fast and convenient access to goods procured from online retailers; a practice which has become increasing popular among residents following the COVID-19 pandemic. The proposed use of the Property as a distribution facility is consistent with convenient access to main freeway corridors in the region and local trucking routes

B. Zoning Code Consistency.

The City Council hereby finds that the Amended Development Agreement is consistent with the Montebello Zoning Code, in that it authorizes and restricts use of the Property to land uses of a commercial or retail nature that are either permitted-by-right, or conditionally-permitted through issuance of a conditional use permit, in the General-Commercial zoning district.

SECTION 4. Subject to the conditions of approval in Section 5 below, the City Council for the City of Montebello adopts and approves the Amended Development Agreement to permit the Property to be utilized and developed consistent with the proposed Project.

SECTION 5. The City Council finds and determines that the following "conditions of approval" are necessary and appropriate for the Project, and the City Council adopts an the same as conditions of approval for this Ordinance and the Amended Development Agreement:

General

1. Developer and the City shall respectively defend, indemnify, and hold harmless the other party from and against any claim, litigation, action, or proceeding arising from or relating to the negligent or unlawful act or omission of their respective officials, agents, officers, or employees arising out of, or which are related to the Developer's Project or application. Should any claim, litigation, action, or proceeding be brought by a third-party challenging Developer's Project, application, or implementation of the same, the Developer shall defend (with counsel of the City's choice), hold harmless, and indemnity the City and its officials, agents, officers, or employees from and against claim, litigation, action, or proceeding at the sole and exclusive expense of Developer; provided that the parties shall work together cooperatively and in good faith in defense of any such action through the provision of documents, information, and related support reasonably requested or required by a party defending such action.

2. The development and utilization of the Property shall substantially conform to the Amended Development Agreement, except as provided for herein and by subsequent "minor changes" found by the Director of Planning and Community Development ("Director") to be in substantial compliance with the provisions hereof and the Amended Development Agreement (as "minor changes" are defined therein). Major changes to the Amended Development Agreement may be approved by the approved by the Planning Commission and City Council pursuant to procedures for amended statutory development agreements.

3. The effectiveness of the Amended Development Agreement and Developer's use of the Property for the proposed Project shall be conditioned upon and subject to Developer's provision of documentary and verifiable evidence that Developer has secured a tenant for the phase one portion of the Project (last mile delivery), and that the tenant is either Amazon or an similar tenant as may be approved in the exercise of reasonable discretion by the Director of Community Development.

4. All parking areas shall be sufficiently lit and managed to discourage loitering and/or late-night activity.

5. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be appropriately screened or camouflaged when viewed from the public right-of-way, in a manner that is compatible with the structure, the Amended Development Agreement and any minor changes approved by the Director.

6. The Developer's exercise of rights under this approval shall be subject to compliance with all applicable federal, state and local laws, including but not limited to applicable building, plumbing, mechanical, fire, and electrical codes.

7. Subject to the terms and conditions of the Amended Development Agreement, including but not limited to the construction schedule or phased construction provisions thereof, this approval shall expire if the rights granted are not exercised within two (2) years from the effective date of City Council approval. The Developer's "exercise of rights" for purposes of this condition shall mean and refer to the issuance of building permits for the proposed Project.

8. This approval may be extended on the same terms and conditions as those applicable to and set forth specifically in the Amended Development Agreement.

9. In the event of a violation of the Amended Development Agreement or these conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

10. Design, Development, and Maintenance.

    a. The property owner shall expeditiously initiate and complete the removal of all graffiti on-site promptly following its appearance or notice of its appearance from the City.

    b. No pay telephone(s) on the exterior of the premises.

    c. Storage shall be limited to accessory storage of commodities sold at retail or utilized in the conduct of a permitted use which is located on the premises. Storage must be within a completely enclosed building, except that vehicles and equipment used in the operation of a permitted use may be stored outdoors on the property.

    d. All improvements shall substantially conform to the Amended Development Agreement.

    e. Construction may occur in phases, provided that each phase includes a description of location, structures, infrastructure and the timing for

completion of all phases does not exceed the time limits established herein.

f. Any trash, debris, or overgrown vegetation shall be expeditiously removed from the property, and the project site shall be kept clean to prevent any trash, debris, or overgrown vegetation onto neighboring properties or onto the public right-of-way.

g. If, at any time, a trash, debris, or overgrown vegetation problem arises, the Director may require a clean-up plan to be submitted and reviewed. The clean-up plan shall include a schedule of time and frequency of clean-up activities. Upon approval of the plan by the Director, the measures of the plan shall be implemented.

h. All signage shall comply with Chapter 17.62 of the Montebello Municipal Code, except as otherwise may be approved the Amended Development Agreement No. 3567 or by the Director as a "minor change" to the Amended Precise Plan of Development.

Public Works

11. Any damaged curb and gutter resulting from construction activities and located in any public street fronting the Project shall be replaced.

12. Grading plans for onsite improvements and street improvement plans for all offsite improvements shall be prepared by a California Registered Civil Engineer and submitted to the Engineering Division for reviewed with no further comment prior to issuance of any Building permits.

13. A permit from the Public Works/Engineering Department is required for all onsite grading and offsite improvements.

14. Prior to issuance of a building permit, the following additional requirements shall be satisfied:

    a. Submittal of a Soils/Geology Report prepared by a registered Geotechnical Engineer/Geologist. The report shall provide soil permeability indexes for all soil types found within the project limits.

    b. Submittal of a Hydraulic/Hydrology Report prepared by a Registered Civil Engineer for review and approval by the City Engineer, which includes calculations for any drainage device and which confirms the capacity and condition of the existing drainage system to accept flow from proposed development.

    c. Submittal of a NPDES Project Evaluation Form and a Storm Water Pollution Prevention Plan (SWPPP). A sample SWPPP for all projects

greater than one acre can be obtained from the following internet site: www.cabmphandbooks.com/Documents/Construction/Appendix_B.pdf)

d. Submittal of an Urban Storm Water Mitigation Plan (USWMP) per City Ordinance No. 732.

e. Submittal of a Utility Plan for review and approval by the City Engineer and Building & Safety Department for the construction of any proposed offsite or private onsite sanitary sewer and water systems. Show all proposed underground utilities that would service the proposed development.

f. A Sewer Study is required. The limits of the study will be provided under separate cover after the City has seen Preliminary Plumbing Plans. The Developer will provide a video record of all sewers within the study area to determine their existing condition. Sewers will be monitored for a 14-day period to determine existing flow rates. The study will provide calculations for pre-project and post-project flows. Sewer improvements will be determined after the sewer study is reviewed. The study will be signed and stamped by a registered California Civil Engineer.

g. Submittal and approval by the Director of Community Development, City Engineer, and Director of Public Works of a vehicle and traffic circulation plan for the proposed Property and traffic / truck circulation patterns both on the Property and proximately located public right of ways.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. The City Clerk shall certify to the adoption of this Ordinance, and publish as required by law. This Ordinance shall become effective 30 days after its adoption.

APPROVED AND ADOPTED ___ day of _____ 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the ____ day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
M&M at Montebello, LLC
1260 Stelton Road
Piscataway, NJ 08854
Attention: Jack Morris

SPACE ABOVE FOR RECORDER'S USE

AMENDED DEVELOPMENT AGREEMENT

by and between

THE CITY OF MONTEBELLO, a

California municipal corporation and

M&M at Montebello, LLC , a California limited liability company

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE 565868.5

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT NO. 3567
WITH M&M AT MONTEBELLO, LLC

This Amended Development Agreement (the "Amendment") is entered into this ___ day of 2021, by and between the CITY OF MONTEBELLO, a California municipal corporation, organized and existing under the general laws of the State of California (the "City"), and M&M at Montebello, LLC, a California limited liability company ("Developer"). City and Developer are hereinafter sometimes jointly referred to as the "Parties" and individually as a "Party."

RECITALS

A. Pursuant to Section 65864 et seq. of the California Government Code (the "Government Code"), the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such real property.

B. The City previously entered into Development Agreement No. 3567 with Costco Wholesale Corporation ("Costco") dated as of February 27, 2018 (the "Original Agreement") concerning the property located at 1345 N. Montebello Blvd., in the City of Montebello, County of Los Angeles, State of California, as such parcels are legally described in Exhibit "A" (Legal Description) and further depicted in Exhibit "B" ("Site Plan") to this Agreement; together with the rights under that certain Joint Driveway Agreement specifically described in Exhibit "C" (the "Property"). The Original Agreement was recorded on the Property as of June 4, 2019 as Instrument No. 20190516606 in the Official Records of the County of Los Angeles.

C. The Property is a former Costco location that become vacant in or about July 2017 but remains improved with a warehouse building of approximately 137,000 square feet ("Warehouse Structure") and associated ground-level parking. The Original Agreement (together with the amended precise plan of development contemporaneously approved therewith by City Council Resolution No. 19-13, hereinafter the "Precise Plan") authorized the redevelopment of the Property and Warehouse Structure with a commercial mixed-use project that was intended to, among other things: be economically viable and profitable for Developer (and Developer's successors-in-interest); generate sales tax and other revenues benefiting the City's General Fund; create well-paying jobs for the local population; and be compatible with the "General Commercial" zoning designation for the Property and land uses planned for the vicinity of the Property in the future ("Mixed-Use Project").

D. On or about October 27, 2020, Developer acquired the Property from Costco and the Development Agreement was assigned to Developer, such that as of the date hereof Developer is the owner of the Property and the Developer under the Original Agreement. Developer and City

have a mutual desire to facilitate the development and/or redevelopment of the Property with a project and attendant land uses that satisfy their respective goals and objectives.

E. Developer has submitted and the City has accepted an application to modify the Mixed-Use Project authorized by the Original Agreement in light of existing trends in the commercial retail industry, with Developer proposing an alternative mixed use project to consist of two (2) phases: (1) the first being the improvement and reuse of the Warehouse Structure and immediately adjacent areas as a last mile shipping facility for commercial retailers ("Delivery Station" or "Delivery Station Project"); and (2) the second consisting of the development of the remainder of the Property with a yet-undefined project that: is consistent with applicable land use regulations, policies, and objectives of the City; and (b) will be subject to and is conditioned upon future discretionary approvals by the City and compliance with applicable requirements of the California Environmental Quality Act ("CEQA") ("Phase II" or "Phase II Project"), as the cumulative "Project" is further defined in this Agreement.

F. In furtherance of their mutual interests and to avoid future uncertainties as to the nature and scope of projects, improvements, and/or land uses to be constructed and operated on the Property, the Developer and City desire to enter into this Agreement pursuant to Government Code Section 65864 et seq. granting Developer certain vested rights to develop or use the Property as set forth herein.

G. Developer will bear all applications and fees associated with this Agreement.

H. The environmental impact of this Amendment and the development rights granted Developer hereunder were previously analyzed pursuant to CEQA. An Initial Study and Negative Declaration analyzing the reasonably foreseeable environmental impact(s) of the Mixed-Use Project was prepared and circulated for public review and comment as required by law, and concluded that the Mixed-Use Project would not result in any significant negative impacts on the environment (the "ND"). Moreover, it can be seen with certainty that the Project permitted by this Amendment, which as of the date of this Amendment is limited to the improvement and redevelopment and reuse of the Warehouse Structure , is less likely to result in negative impacts on the environment when compared to the Mixed-Use Project and the ND; and accordingly, this Amendment is exempt by CEQA's "common sense" exemption in Section 15061(b)(3) of CEQA's Guidelines. Additionally, the Delivery Station Project contemplates only minor modifications to the existing improvements on the Property, and the Delivery Station Project represents a minor or negligible expansion or modification to land uses now permitted on the Property, and is therefore categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines.

I. The Planning Commission and the City Council of the City have heretofore expressed their intention to consider this Amendment and the Project by publishing public hearing notices, and each have conducted such public hearing, and based on the evidence before them, the Planning Commission and the City Council have found that this Amendment and the developer rights granted hereunder are: (i) consistent with the General Plan, adopted plans, codes, ordinances and policies of the City; (ii) consistent with all other ordinances, resolutions, rules, regulations, laws, plans and policies applicable to the Project; (iii) in the best interest of the health, safety and general welfare of the City, its residents, and the general public; and (iv) in compliance with the conditions, requirements, restrictions, and terms of Government Code Section 65865.2.

J. On December 27, 2018, pursuant to the requirements of the Development Agreement Act and the Montebello Municipal Code, the Planning Commission of the City conducted a public meeting and adopted resolutions recommending that the City Council adopt an ordinance approving this Amendment and contemporaneously rescinding and superseding the Original Agreement and Precise Plan.

K. On January 27 2019, the City Council held a public hearing and after making appropriate findings adopted and approved the first reading of Ordinance No. ___ approving this Amendment, and on February 27, 2019, the City Council approved second reading and enacted Ordinance No. ___ at a duly noticed regular meeting.

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Amendment and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree to amend the Original Agreement as set forth herein:

Agreement

l. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined by this Agreement shall have the meanings stated in the Montebello Municipal Code and any successor statutes or regulations.

(a) "Applicable Rules" means the City's rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies governing the use and development of real property, including, but not limited to, the City's Zoning Code and building regulations, adopted and in effect as of the Effective Date. Among other matters, and except as specified in this Agreement, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of the proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), as they now exist or as may be subsequently amended.

(c) "Developer Fees" means fees established and adopted by City pursuant to Section 66000 et seq. of the Government Code (the Mitigation Fee Act) to offset the impact of development on the City's capital facilities, including, without limitation, parking impact fees, affordable housing fees, traffic fees, infrastructure fees, exactions, assessments or fair share charges or other similar impact fees imposed on or in connection with new development by the City. Developer Fees do not mean or include Processing Fees. The Developer Fees to be paid for the Project shall be as set forth in the City's Comprehensive Schedule of Fees and Charges as of the Effective Date; provided that Developer Fees shall apply only to the extent of any net increase in the building footprint area existing on the date hereof.

(d) "Delivery Station" or "Delivery Station Project" refers to Developer's development and operation of the last mile shipping facility for commercial retailers in the Warehouse Structure on the Warehouse Parcel, together with any Minor Changes.

(e) "Developer Payment" is defined in Section 3.5.2.

(f) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the Government Code, as amended.

(g) "Development Rights" are defined in Section 2.2.6

(h) "Discretionary Action(s)" or "Discretionary Approval(s)" means a City action requiring the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

(i) "Effective Date" means thirty (30) days after the ordinance authorizing this Amendment is adopted by the City Council.

(j) "Excusable Delay" is defined in Section 26.

(k) "Future Warehouse Use" is defined in Section 3.5.4, and refers cumulatively to the Permitted Retail Uses, Permitted Restaurant Uses, Permitted Office Uses, and Permitted Alternative Uses that may be operated in the Warehouse Structure after the Triggering Date and following termination or abandonment of the Delivery Station Project, but subject to Developer first completing the Phase II Project.

(l) "General Plan" means the General Plan of the City, as it exists as of the Effective Date.

(m) "Government Requirements" mean and refer to the City's General Plan, Zoning Regulations, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere), together with county, state, or federal laws or regulations applicable to the use and development of the Property for the Project.

(n) "Minor Change" means changes, modifications or adjustments to the Site Plan which are consistent with the overall intent of this Amendment, provided that any changes, modifications, or adjustments do not: (a) materially alter the overall nature, scope, or design of the Site Plan individually, including, without limitation, minor changes in locations of infrastructure, the construction or provision of additional parking spaces within the envelope of any Parking Areas, and/or the configuration of internal circulation elements; or (b) result in any new or increases to existing significant environmental impacts not considered in the ND; or (c) changes, modifications or adjustments to the specific nature or intensity of the Delivery Station which are consistent with the general nature, intensity, and scope of that approved in this Amendment, provided that any such

changes, modifications, or adjustments do not increase the square footage of the Warehouse Structure existing as of the date of the Effective Date.

(o) "Mixed Use Project" means and refers to the development and use of the Property as permitted in the Original Agreement and described in the above recitals.

(p) "Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the Project or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop and/or operate the Property.

(q) "Mortgagee" means the holder of the beneficial interest under any Mortgage.

(r) "Parking Areas" are the areas designated for parking on the Site Plan.

(s) "Permitted Use" is defined in Section 3.5.

(t) "Phase II Project" means Developer's development and use of the Phase II Parcel consistent with the Government Requirements, subject to further Discretionary Action by the City and compliance with CEQA.

(u) "Phase II Parcel" is identified on the Site Plan, is comprised of approximately 3.63 acres and represents that portion of the Property that is contemplated for the Phase II Project and, until the issuance of building permits for the Phase II Project may be used to for staging and support (but not to expand) operation of the Delivery Station Project on the Warehouse Parcel.

(v) "Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity, including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees.

(w) "Project" means and refers to Developer's development and use of the Property for the Delivery Station and Phase II Project as contemplated in this Agreement.

(x) "Project Buildings" means all the buildings identified on the Site Plan.

(y) "Project Facilities and Infrastructure" means the existing public and semi-public facilities and infrastructure (including associated grading, engineering, design, construction and supervision) and such additional on-site facilities and infrastructure needed to serve the Property and Project.

(z) "Property" means that real property legal described in Exhibit "A" to this Agreement and any appurtenant easement rights, and includes both the Warehouse Parcel and the Phase II Parcel.

(aa) "Reserved Powers" means the specific City police powers excepted from this Agreement and which are instead reserved to the City. Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date that may be in conflict with the Applicable Rules, but either pertain to the Phase II Parcel / Phase II Project or: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis; (2) are regulations solely applicable to the Development Rights, and Developer's development and use of the Property consistent therewith, and are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no commercially or economically reasonable alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition; (3) are amendments to Title 15 of the Montebello Municipal Code (Building and Construction) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; (4) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date); or (5) constitute generally applicable Processing Fees and changes imposed on Developer's development and use of the Property unless otherwise waived by the City.

(bb) "Site Plan" refers to the development plan for the Delivery Station Project, and indicating the portion of the Property contemplated for the Phase II Project, attached to this Agreement as Exhibit "B."

(cc) "Term" refers to the duration of this Amendment, and is defined in Section 4.3.

(dd) "Triggering Date" shall mean the date upon which, at any point during the term of this Amendment, Developer is issued a building permit for development or construction of the Delivery Station, after which Developer's rights and obligations relative to the Project as set forth in this Amendment shall prevail and supersede and replace those in the Agreement.

(ee) "Warehouse Parcel" is identified on the Site Plan and is comprised of approximately acres and represents that portion of the Property that is permitted to be developed and utilized for the Delivery Station Project.

(ff) "Warehouse Structure" shall mean and refer to the former Costco warehouse building existing on the Warehouse Parcel as of the Effective Date.

(gg) "Zoning Regulations" means the zoning regulations of the City in effect as of the Effective Date of this Amendment, including but not limited to Title 17 of the Montebello Municipal Code.

2. Purpose and Intent.

2.1 Relationship to Original Agreement. This Amendment shall not replace or supersede the Original Agreement unless and until the Triggering Date occurs during the term hereof. Unless and until the Triggering Date, the Original Agreement shall remain in full force and effect being unchanged and unmodified by this Amendment, and Developer shall have the right to develop and

use the Project with the Mixed Used Project as defined therein. In the event Developer, it its discretion, proceeds with development of the Delivery Station Project as contemplated and permitted by this Amendment, and except as provided in Section 3.5.4 - 5, this Amendment and Developer's rights and obligations hereunder shall replace and supersede the Original Agreement and Mixed Use Project in its entirely as of the Triggering Date.

2.2 Applicability of this Agreement. This Amendment does not: (l) grant density or intensity exceeding that otherwise established in the Zoning Regulations or General Plan; (2) eliminate future Discretionary Actions relating to the Phase II Project if applications requiring Discretionary Action are initiated and submitted by Developer after the Effective Date, although the same shall be limited in discretion as to Minor Changes; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's or Property's participation in any benefit assessment district that is generally applicable to the surrounding properties; or (5) amend the General Plan or Zoning Code. The Amendment has a fixed term. Furthermore, in any subsequent actions applicable to the Property, the City may apply the new rules, regulations and official policies contained in its Reserved Powers. The Amendment places additional limitations on the land uses permitted under the Zoning Regulations or General Plan.

2.3 Interest of Developer. Developer represents to the City that, as of the Effective Date of this Amendment, Developer has a legal interest in the Property, subject only to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

3. Development of the Project.

3.1 Applicable Rules. Except for such changes as may in the future be mutually agreed upon between the City and Developer or as specified in Section 3.2, Developer shall have a vested right to develop the Project in accordance with this Amendment, the Zoning Regulations, and the Government Requirements. Subject to the City's exercise of its Reserved Powers, for the term of this Amendment the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Development Rights and this Amendment. In the event of any conflict between any of the foregoing the provisions of this Amendment, except for the exercise of the Reserved Powers, shall control.

3.2 Administrative Changes and Amendments. The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the Project. The Parties desire to retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Amendment. If and when the Parties find that Minor Changes are necessary or appropriate, they may, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments executed by Developer and the City Manager, or his or her designee, and may be further changed and amended from time to time as necessary, with approval by the City Manager and Developer. Minor Changes shall not be deemed to be an amendment to this Amendment under Government Code Section 65868, and unless otherwise

required by law or as otherwise stated in this Section 3.2, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Although not an exhaustive list, the following matters shall not be considered Minor Changes, but shall be considered substantive amendments which shall be reviewed by the Planning Commission and approved by the City Council:

3.2.1 Any development or use of the Phase II Parcel for the Phase II Project or otherwise.

3.2.2 Any expansion of the Permitted Use from the square footage approved in the Site Plan.

3.2.3 Any increase in the maximum height of any permitted Project Buildings from that approved by this Agreement.

3.2.4 Any amendment or change requiring additional environmental review pursuant to CEQA.

3.2.5 Approving Non-Minor Changes. Any amendments to this Amendment or the Site Plan that do not involve Minor Changes to the Project shall be approved by City Council in its sole, absolute and unfettered discretion. Any administrative amendment permitted pursuant to this Section 3.2 shall otherwise comply with the terms of this Amendment.

3.2.6 Development Rights. Developer shall have and is vested with the right, during the term of this Amendment, including any extensions, to develop the Project as set forth in this Amendment (the "Development Rights").

3.2 Material Project Modifications. Developer reserves the right to apply to the City for permits, variances or other approvals to develop portions of the Property in a manner which may be materially inconsistent with this Amendment. In such event, such portions of the Project shall be reviewed and approved pursuant to the rules, regulations, and procedures of the City in effect at the time Developer makes application to the City for such development, and to the extent any such application is inconsistent with this Amendment such application shall include an application to amend this Amendment.

3.3 Changes in Applicable Rules.

3.3.1 Non-Application of Changes in Applicable Rules. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date of this Amendment, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees as provided in this Amendment), including, without limitation, any changes in the General Plan or Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date of this Amendment, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by

the electorate, as the case may be, which would, absent this Amendment, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules or the Development Rights under this Amendment, shall not be applied to the Project during the term of this Amendment unless such changes represent an exercise of the City's Reserved Powers.

3.3.2 Subsequent "Slow/No Growth" Measures. To the fullest extent legally permissible, any subsequently enacted initiatives, referenda, moratoria or amendments to the General Plan and/or ordinances which contain "slow/no growth" measures, or which by their terms are intended to or by operation have such effect, shall not apply to the Project, unless such changes represent an exercise of the City's Reserved Powers.

3.3.3 Changes in Uniform Codes. Notwithstanding any provision of this Amendment to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, fire, mechanical, plumbing and electrical regulations which become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

3.3.4 Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project by applicable California or federal laws or regulations. If the City or Developer believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Amendment.

3.3.5 Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that such a change is applied on a Citywide basis.

3.3.6 Discretionary Approvals. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Amendment other than those permits or approvals that are required by the Applicable Rules or Reserved Powers. However, any subsequent Discretionary Approval initiated by Developer that is not permitted by this Amendment or Applicable Rules, which changes the uses, intensity, density, or building height, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property, or which pertains to the Phase II Project, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.4 Timing of Development.

3.4.1 Project Timing. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with this Amendment and Government Requirements. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing

and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, Developer and the City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in this Amendment or any other agreements between the City and Developer. The City acknowledges this right is consistent with the intent, purpose and understanding of the Parties to this Amendment. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Amendment and with the Applicable Rules.

3.4.2 Construction of Project Facilities. Developer shall be required to construct or cause to be constructed all required facilities and infrastructure for the Project concurrently with the portions of the Project requiring the same.

3.5 Permitted Use. Permitted use of the Property, the density and intensity of such uses, the maximum heights and sizes of the Project Buildings and improvements to be constructed on the Property in connection with the development of the Property, shall be as set forth in and consistent with this Amendment.

3.5.1 Mixed Use Project. Pending and subject to occurrence of the Triggering Date: Developer may proceed with development and use of the Property for the Mixed Use Project as defined in the Original Agreement; and Developer shall retain all rights, privileges, and obligations as set forth in the Original Agreement. Except as provided in Section 3.5.4 - 5, upon the occurrence of the Triggering Event, the Mixed-Use Project and Original Agreement shall be replaced and superseded by the Project and this Amendment.

3.5.2 Delivery Station. The Parties recognize that the Original Agreement permits Developer to utilize a portion of the Warehouse Structure for a "last mile shipping facility" as an incidental or accessory use to overall retail / commercial Mixed Use Project, with the Mixed-Use Project anticipated to further various plans and objectives of the Land Use Element of the General Plan, including that: Commercial development in the City should be sited in appropriate locations according to need; the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City; frontage areas along the Pomona Freeway with good accessibility should be preserved for further commercial and industrial development. Upon the Triggering Date, this Amendment shall permit Developer to utilize the entire Warehouse Structure for the Delivery Station Project, subject to Developer's subsequent obligations thereafter to: make the Developer Payments to the City as described below; and proceed with development of the Phase II Project on the Phase II Property.

(a) Developer Payments to City. To ensure the Delivery Station Project is consistent with and advances these goals and objectives, the Parties agree that it is necessary and appropriate for Developer to make the Developer Payments to the City required below. Commencing on the date the City issues a Certificate of Occupancy for the Delivery Station

permitting the commencing of operations, and continuing so long as the Warehouse Parcel is utilized for the Delivery Station (or as substantially similar a last mile shipping facility) or the expiration of the Term, whichever first occurs, Developer shall make annual payments to the City in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS and 0/100 CENTS ($150,000.00) ("Developer Payment"). Developer Payments shall be made on or before July 1 of each calendar year, with each payment being consideration for sales tax revenues that would have been generated by a traditional commercial use on the Warehouse Parcel in the prior year. The first and last such Developer Payment made shall be prorated based on a twelve (12) month calendar year.

(b) Incentive to Proceed with Phase II. The Parties recognize and agree that the general purposes and objectives of the General Plan and Zoning Regulations would be frustrated should the Phase II Parcel remain vacant and underutilized for an extended period of time, such that the Parties desire and intend for the Phase II Parcel to be expeditiously designed, developed and utilized with a productive land use and in a manner that is compatible with the Delivery Station, land uses in the vicinity, and the long term land use goals and objective of the City. Accordingly, conditioned upon issuance of a Certificate of Occupancy for the Phase II Project from the City, the Developer Payment described in this section shall be terminated in recognition of the local revenues and public benefits anticipated to be generated by the Phase II Project. Moreover, and notwithstanding contrary provisions in subsection (a), if Developer has submitted a complete application for a Phase II project that is both financially viable and consistent with land uses and developments in the vicinity (not including industrial or shipping uses), and the City denies said application, then each Developer Payment that is made after the date of the City's final denial, and provided Developer has first made seven (7) annual Developer Payments under this Agreement, shall be reduced by fifty percent (50%) and total SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) per year.

3.5.3 Phase II Project. Developer shall not utilize the Phase II Parcel except for the planning, development and subsequent operation of the Phase II Project, or pending the issuance of building permits for the Phase II Project, for staging or to support operations of the Delivery Station Project on the Warehouse Parcel; provided that the nature and scope of operations for the Delivery Station Project pending the Phase II Project shall be no greater or broader in scope then will be operated on the Warehouse Parcel following completion of the Phase II Project. The Parties recognize and agree that the specific nature and the Phase II Project is undefined as of the Effective Date, and the Phase II Project will be subject to future Discretionary Approvals by the City the nature and type of which will depend on the proposed development and land use. As a condition to proceeding with the Phase II Project, Developer shall be required to apply for and obtain approval of a modification or amendment to this Amendment in the manner required by the Development Agreement Act, together with any additional Discretionary Approvals that may be required by the City to proceed with the proposed Phase II Project, including but not limited to a General Plan amendment, a Zoning Amendment, and any evaluation required by CEQA. Without limiting the Parties' respective discretion with respect to the Phase II Project, as of the Effective Date of this Amendment the principal land use objectives of the City are to: protect, increase, and enhance the local revenue base; and protect and increase the supply of residential dwelling units in the City, including units that are affordable to low-and-moderate income persons and households, whether constructed onsite or by payment of an "in lieu" fee. Subject to and conditioned upon the

foregoing, as of the date of this Amendment Developer has expressed an interest for Phased II to be comprised of a mixed-use project with between 250-350 luxury apartments. In the event the Phase II Project includes market rate residential units (e.g. non-affordable), Developer shall pay to the City a one-time affordable housing in lieu fee affordable housing fee in an lump sum that is equal to TWO THOUSAND FIVE HUNDRED DOLLARS and 0/100 CENTS per unit. Nothing in the foregoing section shall be considered or interpreted as the City's commitment or approval (preliminary or otherwise) of any Phase II project.

3.5.4 Future Use of Warehouse Parcel. If, following the Triggering Date, the Warehouse Parcel ceases to be used and operated for the Delivery Station Project, then permitted uses for the Warehouse Structure shall include the Permitted Retail Uses, Permitted Restaurant Uses, Permitted Office Uses, and Permitted Alternative Uses ("Future Warehouse Use") as each are defined in the Original Agreement; provided that Developer's use of the Warehouse Structure for last mile shipping uses shall be subject to and governed by this Amendment. Prior to implementing a Future Warehouse Use in the Warehouse Structure under this Amendment, Developer shall have first developed and been issued a final certificate of occupancy for the Phase II Project.

3.5.5 Reversion to Mixed Use Project. If, following the Triggering Date, but before building permits are issued by the City for the Phase II Project, the Warehouse Parcel ceases to be used and operated for the Delivery Station Project, then Developer shall have the right to develop and use the Property in accordance with the Mixed Use Project defined in the Original Agreement.

3.7 Covenants Running with the Land. As of the Effective Date and continuing for the Terms provided in this Amendment, the terms and provisions of this Amendment are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, constituting covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, run with such Property, and shall be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof.

3.8 Architectural Quality. Developer shall develop the Project by means of materials, workmanship and overall design that will result in a product that is of a first-class commercial development. The building materials, elevations, surfaces, design, and architectural styling of the Project shall be consistent with that of the area, this Amendment, and the Applicable Rules. All architectural plans are subject to the City's Design Review process, including Section 17.22.105 of the Montebello Municipal Code, consistent with the regulations and restrictions provided in this Section. Notwithstanding the reference to the Design Review Board in Section 17.22.105, which as of the Effective Date is inoperative, the review, processing, and approval of the Design Review shall be administratively completed by the planning division, with any appeals to be heard by the City Council.

4. Cooperation and Implementation by the City and Developer.

4.1 Processing. The City agrees that it is bound to permit the use, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in the Applicable Rules or Reserved Powers. The City hereby agrees that it will not unreasonably delay, withhold or unreasonably condition any Discretionary Action or Discretionary Approval which may be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Amendment.

4.2 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

4.3 Term / Duration of Amendment. This Amendment shall be become effective upon the Effective Date, and shall remain in effect until June 4, 2034; a date which is fifteen (15) years from the effective date of the Original Agreement (June 4, 2019) (the "Term"). Expiration or termination of this Amendment shall not invalidate any prior permits or approvals on the Property issued by the City prior to such expiration or termination. Until the Triggering Date, the Original Agreement and Precise Plan shall be unaffected by this Amendment; provided that, subject to Section 3.5.4 - 5, this Amendment shall supersede and replace the former upon the Triggering Date.

4.4 Construction and Funding of Project Facilities and Infrastructure. Developer shall construct or fund the construction of any facilities and or infrastructure required for the Project at the time the same are needed to satisfy the requirements of the Government Requirements. Except as otherwise specifically set forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

5. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for City's agreement to perform and abide by the covenants and obligations of City set forth herein.

6. Review of Compliance.

6.1 Annual Reviews. The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Amendment, pursuant to Government Code Section 65865.1. The costs and expenses of each annual review conducted during the Term shall be borne by the Party incurring the cost.

6.2 Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Amendment at any time. The cost of such special reviews shall be borne by the City, unless as a result of such special review demonstrates the City determines that Developer is in default under the provisions of this Agreement after any notice

and cure period hereunder. In such cases, Developer shall reimburse the City for all out of pocket third party costs incurred in conjunction with the special review.

6.3 Procedure for Review. The City Manager, or his or her designee, shall conduct the review contemplated by this Section 6 to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Amendment during the period for which the review is conducted. The City Manager, or his or her designee, shall give Developer notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide the City Manager such information as Developer deems relevant to such review. In addition, upon the written request of the City Manager, Developer shall furnish such documents or other information as reasonably requested by the City Manager.

6.4 Result of Review.

6.4.1 Compliance. If, following such a review, the City Manager, or his or her designee, finds good faith compliance by Developer with the terms and conditions of this Amendment, the City Manager, or his or her designee, shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Amendment through the period of such review.

6.4.2 Noncompliance. If, following such a review, the City Manager, or his or her designee, finds that Developer has not complied in good faith with the terms and conditions of the Amendment, the City Manager, or his or her designee, shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Amendment. If Developer fails to cure the non-compliance within thirty (30) days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure to completion) pursuant to the terms of this Amendment, the City Manager, or his or her designee, shall notify the City Planning Commission, which may recommend to City Council that the Amendment be terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

6.4.3 Effect on Default Procedures. Nothing in this Section shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section.

7. Mortgages.

7.1 Mortgagee Protection. No breach of this Amendment shall defeat, render invalid, diminish or impair the lien of any Mortgage and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise shall be subject to all of the terms and conditions contained in this Amendment and entitled to all of its benefits. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Amendment and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation and modification. The City

shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in the City's sole determination, diminish the City's benefits from this Amendment or the security for those benefits.

7.2 Notice of Default to Mortgagee: Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given hereunder and specifying the address for service thereof, and the said Mortgagee has recorded a copy of such request in the official records of Los Angeles County in the manner required under Califronia Civil Code Section 2924b with respect to Requests for Notices of Default, then the City shall deliver to such Mortgagee, concurrently with service thereon to the applicable Party, any notice given to the applicable Party with respect to any claim by such Party that it has not complied in good faith with the terms of this Amendment or has committed an event of default. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from such Party to cure or remedy, or to commence to cure or remedy, the claimed default or act of noncompliance set forth in such Party's notice. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may (but is not obligated to) seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and may (but is not obligated to) thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

7.3 Liability for Past Defaults and Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Amendment and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Amendment. Nothing in this Section shall prevent the City from exercising any remedy it may have for a default under this Amendment.

7.4 Bankruptcy. Notwithstanding the foregoing provisions of this Section, if any Mortgagee is prohibited from commencing or prosecuting foreclosure, or other appropriate proceedings in the nature thereof, by any injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer, the times specified in this Amendment for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

8. Default and Remedies.

8.1 Notice and Cure.

8.1.1 In the event of failure by either party hereto substantially to perform any terms, covenant or condition of this Amendment which is required on its part to be performed, the

non-defaulting party shall send a notice , identifying with specificity the nature of the alleged default. In the event of a failure by Developer, the notice shall also be provided to any Mortgagee of Developer which has delivered a request for such notice to the City in accordance with this Amendment.

8.1.2 In the case of a monetary failure by Developer, Developer shall promptly commence to cure the identified failure and shall complete the cure of such failure within twenty (20) business days after receipt by Developer of the notice of failure. In the case of a non-monetary failure by either Party, the alleged defaulting party shall promptly commence to cure the identified failure and shall complete the cure within sixty (60) days after receipt of the notice of failure. The sixty (60) day cure period for a non-monetary failure shall be extended as is reasonably necessary to remedy such failure, provided that the alleged defaulting party commences such cure promptly after receiving the notice of failure and continuously and diligently pursues such remedy at all times until such failure is cured.

8.2 Remedies for Monetary Default. In the event of failure by Developer in the performance of any of its monetary obligations under this Amendment which remains uncured (i) twenty (20) business days after receipt by Developer of a notice of failure from the City and (ii) after expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the Developer shall be deemed to be in default hereunder and the City shall have available any right or remedy provided in this Amendment, at law or in equity. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.3 Remedies for Non-Monetary Default. In the event of non-monetary failure by either party hereunder which remains uncured (i) after expiration of all applicable notice, cure periods and other conditions contained herein, and (ii) in the case of a failure by Developer, in addition to the foregoing and after the expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the non-defaulting party shall have available any right or remedy provided in this Amendment, at law or in equity except as prohibited by this Amendment. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.3.1 The City and Developer acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the enforcement of this Amendment. Therefore, the remedy of specific performance shall be available to both the City and Developer under this Agreement in the event of a non-monetary Default.

8.3.2 The City shall not have the right to sue for monetary damages as a result of a non-monetary default under this Amendment. The Developer shall not have the right to sue for monetary damages for any default under this Amendment.

8.4 Termination of Agreement by City. In the event that (a) the City finds and determines, on the basis of substantial evidence, that Developer has not been in good faith compliance with the terms and conditions of this Amendment, or [[too vague and ambiguous &

ignores notice and cure requirements]] the City finds and determines that there has been a default by Developer of its obligations under this Agreement; and (b) the City provided the notice required and Developer has not cured such default within the applicable cure period, , the City may commence proceedings to terminate this Amendment pursuant to this Section.

8.4.1 The procedures for termination of this Amendment by the City for the grounds set forth in Section 8.4, are as follows:

(a) The City shall provide notice to Developer (and to any Mortgagee of Developer which has delivered a Request for Notice to the City) of its intention to this Amendment. The notice shall contain the time and place of a public hearing to be held by the City Council on the determination of the City to proceed with termination or modification of this Amendment. The public hearing shall not be held earlier than: (i) thirty-one (31) days after delivery of the notice to Developer, or (ii) if a Mortgagee has delivered a Request for Notice, the day following the expiration of the Mortgagee's cure period;

(b) If, following the conclusion of the public hearing, the City Council: (i) determines that Developer is in default of its obligations under this Agreement beyond the applicable rights, remedies and cure periods set forth in this Amendment or has not been in good faith compliance with this Agreement pursuant to Section 8, as applicable, beyond the applicable rights, remedies and cure periods set forth therein; and (ii) further determines that Developer (or the Mortgagee, if applicable) has not cured the acts or omissions that constitute the basis of the determination under subsection (i) or, if those acts or omissions could not be reasonably remedied prior to the public hearing, that Developer (or the Mortgagee) has not in good faith commenced to cure or correct such acts or omissions prior to the public hearing or is not diligently and continuously proceeding therewith to completion, the City Council may terminate this Agreement.

8.5 Termination of Agreement by Developer. In the event that (i) the City breaches this Amendment and has not cured such default within the applicable cure period, or (ii) as otherwise permitted under this Agreement, Developer may terminate this Amendment by providing notice to the City or, after notice, may sue for specific performance. Termination shall be effective upon the City's receipt of Developer's notice.

9 Required Actions of Parties: Further Assurances.

The City and Developer shall execute all such instruments and documents and take in good faith all actions necessary or convenient to consummate the transactions herein contemplated.

10 Assignment.

10.1 The City shall not unreasonably withhold approval of any proposed assignment of the Property or a portion thereof by Developer, provided that the proposed assignee demonstrates to the reasonable satisfaction of the City that (i) the assignee or its parent company has a net worth of $10,000,000 or more, and (ii) the assignee, its contract manager or the individual within the contract management entity directly responsible for management of the Project has at least ten (10) years recent experience developing substantially similar projects in type, size and scale. Prior City approval shall not be required if a particular Project Building is conveyed to a proposed end-user or

its affiliate, or to a Developer controlled entity. The terms, covenants and conditions of this Amendment shall be binding upon any assignee, whether or not the assignee signs an assignment and assumption agreement.

11. Negation of Agency. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Amendment. No partnership, joint venture or other association of any kind is formed by this Amendment. The only relationship between the City and Developer is that of a government entity regulating the development of private property by the owner of such property.

12. Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Amendment and more particularly set forth in the Recitals of this Amendment. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

13. Recordation. The City Clerk shall record a copy of this Amendment with the Registrar-Recorder of the County of Los Angeles within ten (10) days following notice from the Director of Community Development that the conditions of approval for the Effective Date of this Amendment have been satisfied, which shall signify the date of the City entering into this Amendment for purposes of Government Code Section 65868.5. Developer shall reimburse the City for all costs of such recording, if any.

14. Notices. All notices under this Amendment shall be in writing and shall be effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the Parties at the addresses indicated below or to such other addresses as one Party may provide to the other from time to time:

If to the City:

City of Montebello – City Hall
1600 W. Beverly Blvd.,
Montebello, CA 90640
ATTN: City Manager

WITH A COPY TO:

ALVAREZ-GLASMAN & COLVIN
13181 Crossroads Pkwy, North Tower – Suite 400
City of Industry, CA 91746
ATTN: Arnold M. Alvarez-Glasman

If to Developer:

M&M at Montebello, LLC
1260 Stelton Road
Piscataway NJ 08854

Attn: Sheryl Weingarten, Esq.

And

M&M at Montebello, LLC
160 Essex Street
Lodi, NJ 07664
Attn: Sheryl Weingarten, Esq.

WITH A COPY TO:

The Weingarten Law Firm, LLC
1260 Stelton Road
Piscataway NJ 08854
Attn: Sheryl Weingarten, Esq.

15. Amendment or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Amendment may be amended from time to time, or canceled in whole or in part, by mutual consent of the City and Developer, or their respective successors in interest in accordance with the provisions of Section 65868 of the California Government Code. No alteration, amendment or modification of this Amendment shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Amendment and made in the manner required by the Development Agreement Act.

16. Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and reference is made expressly to this Section 18. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

17. Successor and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the Government Code.

18. Interpretation and Governing State Law. This Amendment and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Amendment shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Amendment, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Amendment shall be brought and heard in the Superior Court of the State of California, County of Los Angeles.

19. Constructive Notice and Acceptance. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to

this Amendment is contained in the instrument by which such person acquired an interest in the Property.

20. No Third-Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Parties and their mortgagee(s), successors and assigns. No other person or entity shall have any right of action based upon any provision of this Amendment.

21. Counterparts. This Amendment may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

22. Incorporation of Attachments. All recitals and attachments to this Amendment, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

23. Determinations. Whenever in this Amendment the consent or approval of any Party to this Amendment is required, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. In addition, unless a contrary standard or right is set forth herein, whenever any party hereto is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, each party hereto shall act reasonably, in good faith and in accordance with the requirements of this Amendment.

24. Defense of Actions.

a Developer shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its officers, contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Amendment. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section 26, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both, but specifically excludes any claims arising from the City's negligence or willful actions or omissions and any claims arising from the sole negligence or willful actions or omissions of the current owner of the Property, related to existing and ongoing environmental remediation of the Property or actions taken to maintain and keep safe the Property until such time as Developer takes possession or control of all or a portion of the Property.

i Prior to the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the earlier of the termination of this Amendment or the date this Amendment expires or is terminated (including any extensions mutually agreed upon by the parties).

ii Upon the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the date this Amendment expires or is terminated (including any extensions mutually agreed upon by the parties).

iii For purposes of this Section 26.1, the term "work" shall mean physical disturbance of the Property, including but not limited to construction, rough grading, fine grading, and preconstruction activities including excavation, surveying, boring, drilling, environmental remediation performed by Developer, or other actions taken to comply with this Amendment.

iv The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and the City in any such action provided that any insurance company or surety that is providing such coverage shall have the final approval of the attorney selected by Developer.

b In the event of any court action or proceeding challenging the validity of this Amendment or any action taken pursuant hereto, each Party may, at the sole cost and expense of the subject Party, including but not limited to their own respective court costs and attorneys, defend or otherwise participate in such action or proceeding. Each Party shall cooperate with the other Party in any such defense as a Party may reasonably request and may not resolve such challenge without the Amendment of the other Party. Additionally, in the event of any litigation or referendum initiated by third parties to attack, set aside, modify, void or annul this Amendment, the term of the Amendment shall be tolled for the period during which such Challenge is proceeding until fully and finally resolved.

c The filing of any lawsuit(s) by a third party (not a party to this Amendment) after the Effective Date against the City and/or Developer relating to this Amendment or to other development issues affecting the Project shall not, absent a court order, delay or stop the processing or issuance of any permit or authorization necessary for development of the Project, unless the City in good faith determines that such delay is legally required or could potentially subject the City to monetary damages.

25. Estoppel Certificate. Either Party may, at any time, and from time to time, (but no more frequently than two (2) times in any calendar year) deliver notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (i) this Amendment is in full force and effect and a binding obligation of the Parties, (ii) this Amendment has not been amended or modified either orally or in or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Amendment, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Amendment with respect to the Property shall be in recordable forth and may be recorded with respect to the affected parcels at the expense of the recording Party. Failure to deliver such a certificate or a written denial within the time specified above shall constitute a rebuttable presumption against the Party failing to provide the certificate that this Amendment is in full force and effect, without modification, except as may be represented by the requesting Party; and that there are no uncured defaults in the performance of the requesting Party except as may be so represented. All costs incurred in providing the notice(s) anticipated by this Section including reasonable attorney's fees shall be borne by the requesting Party.

26. Authorized Delays. Performance by any Party of its obligations hereunder shall be excused during any period of Excusable Delay, as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Parties within thirty (30) days after the commencement of same has been ascertained. For purposes hereof, "Excusable Delay" shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including, without limitation: (a) act of God; (b) civil commotion or act(s) of terrorism; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (h) delay caused by governmental entities other than City; or (i) litigation brought by a third party attacking the validity of this Amendment, or any other action necessary for development of the Project; or (j) adverse economic conditions, including as a result of a pandemic. Except for an Excusable Delay under clause (i) above, the payment of fees or monies by Developer under this Amendment shall not be excused or delayed during any period of Excusable Delay.

27. Administration of Amendment. Any decision by City staff concerning the interpretation and administration of this Amendment and development of the Property in accordance herewith may be appealed by Developer to the Planning Commission in accordance with the Montebello Municipal Code and Zoning Code. Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section.

28. Severability. If any article, section, subsection, term or provision of this Amendment, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Amendment, or the application of the same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

29. Entire Agreement. This Amendment supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto. Prior to the Triggering Date, this Amendment preserves and incorporates the Original Agreement, and upon but subject to the Triggering Date and Section 3.5.4 - 5, this Amendment shall replace and supersedes the Original Agreement in its entirety, as well as the Precise Plan of the Development.

30. Authorization. Each person executing this Amendment represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Amendment on behalf of the Party for which execution has been made.

[SIGNATURE PAGE FOLLOWS]

City:

City of Montebello

By: _____

Attest:

_____

City Clerk

APPROVED AS TO FORM:

_____

EXHIBITS:
Exhibit A – Legal Description of Property
Exhibit B – Site Map
Exhibit C – Joint Driveway Easement

[[add City acknowledgement]]

Developer:

M&M at Montebello, LLC

By: _____

, Manager

STATE OF NEW JERSEY §

§

COUNTY OF MIDDLESEX §

On April __, 2021, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public Signature

EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

EXHIBIT B

(SITE MAP)

EXHIBIT C

JOINT DRIVEWAY EASEMENT

Notice of CEQA Exemption

To:
County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:
City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Amended and Restated Development Agreement (Case No. DA No. 01-21) – 1345 N. Montebello Boulevard
Project Location: 1345 N. Montebello Boulevard, Montebello, CA 90640
Case Number(s): Development Agreement (DA) No. 01-21

Description of Nature, Purpose, and Beneficiaries of Project: The Applicant (M&M at Montebello, LLC) seeks approval of an amended and restated statutory development agreement for the property located at 1345 N. Montebello Boulevard, City of Montebello, California 90640. The proposed project would allow the entire existing warehouse structure (formerly used by Costco) to be used for a "last-mile delivery facility" (such as Amazon), and reserving the remainder of the property (comprised of approximately 3.63 acres) for a future mixed-use retail and/or residential development with parking facilities, subject to future discretionary land use approvals by the City of Montebello and subject to and contingent upon satisfying the requirements of the California Environmental Quality Act ("CEQA").

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: M&M at Montebello, LLC ("M&M Realty Partners")

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. Class 1 (Existing Facilities), CEQA Guidelines Section 15301
☐ Statutory Exemptions.

Justification for Project Exemption:
The proposed Amended and Restated Development Agreement (Case No. DA 01-21) is a discretionary action of the City and is considered a "project", per the California Environmental Quality Act (CEQA). The project is categorically exempt under CEQA as a "Class 1 exemption" per §15301 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;
2. Existing facilities of both investor and publicly-owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and
3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed amendment would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the Property given the conditions of approval.

Lead Agency Contact Person: Joseph Palombi, Director of Planning and Community Development
Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____
☐ Signed by Lead Agency ☐ Signed by Applicant

ITEM # 9

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 2021-22 Operating and Capital Budget**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve Resolution No. 21-53 adopting the Fiscal Year 2021-22 operating and capital budgets for all funds; and

2) Approve Resolution No. 21-54 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2021-22; and

3) Approve Resolution No. 21-55 establishing a Fiscal Year 2021-22 appropriations limit per Government Code Section 7190 (Gann Limit).

FISCAL IMPACT

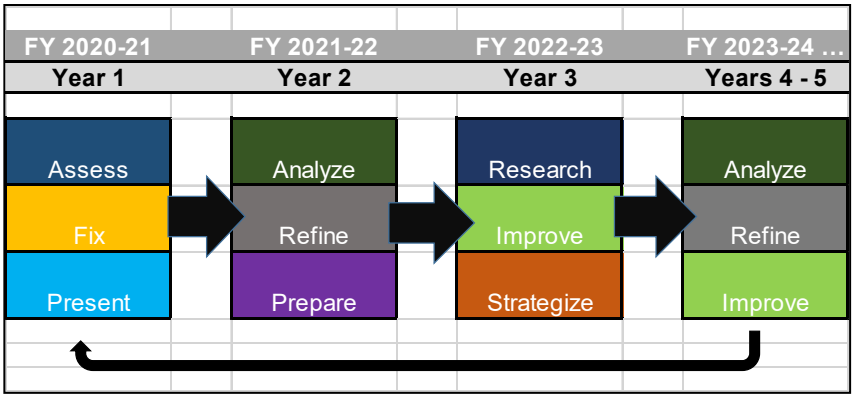
The City of Montebello begins its second century of incorporation with adoption of the Fiscal Year 2021-22 Operating and Capital budget. As the City moves into its second century, it is faced with a unique combination of opportunities and challenges. Montebello is on the right path – financially, organizationally and culturally. The past fiscal year witnessed many positive accomplishments – despite the pandemic that ravaged our economic and social lives. Montebello looks towards a brighter and more financially secure future, as the pandemic's most deleterious effects subside.

This budget builds upon the progress made in last year's award-winning budget, and continues moving the organization forward and funds the services and programs key to the City Council's priorities. It should be highlighted that, for the first time in its 100 year history, the City received the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the adopted Fiscal Year 2020-21 budget

document. 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 2021-22 budget for this award and fully expects to receive it for a second year.

Staff has begun a five year budget development improvement process that creates 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:



This proposed budget (FY 2021-22) uses the base created last year and makes improvements. There is a deeper focus on analyzing revenue and expenditure trends and uses, utilizing additional information and data available. The refinement of upgrades in budget development further improve the budget being proposed. The FY 2021-22 budget will be more fully and comprehensively prepared, and will incorporate additional information than prior years' budgets.

Subsequent years – FY 2022-23 and beyond – will take the prior year efforts and continue making improvements. Not only will the budget document be more comprehensive, but improvements will help the organization operate more efficiently. In addition, subsequent strategic planning goals will be made part of the budget development process. This in turn will improve organizational effectiveness.

Ultimately, the five year process should 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 upgrades part of the organizational culture.

The following pages present a high-level overview of the FY 2021-22 proposed budget. Greater detail can be found in the proposed budget document. That 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 $172 plus million spending plan.

General Fund

The General Fund budget, which provides funding for everyday services our residents depend on – Police, Fire, community services, code enforcement, streets and park maintenance – is projected to have a $310,460 surplus. General Fund adopted expenditures of $61,408,690 are less than forecasted revenue of $61,719,150, creating the surplus for FY 2021-22.

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

General Fund Expenditures	61,408,690
General Fund Revenue	61,719,150
Surplus / (Deficit)	**310,460**

Total, all funds expenditures are projected to be $171.909 million against $165.116 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.

Total revenue in the General Fund is projected to be $61.719 million, a $6.018 million increase over FY 2020-21 adopted budget. The table below shows the variances between the FY 2020-21 adopted and FY 2021-22 proposed budgets, by major revenue category:

REVENUE CATEGORY	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 21-22 PROPOSED	Variance to FY 20-21 Adopted
SALES TAX	12,817,884	18,241,000	20,765,000	2,524,000
PROPERTY TAX	12,701,368	13,026,000	14,293,100	1,267,100
OTHER TAXES	2,732,921	2,871,000	2,773,000	(98,000)
LICENSES AND PERMITS	4,776,531	4,872,800	5,936,000	1,063,200
FINES AND FORFEITURES	2,186,401	2,600,000	2,250,000	(350,000)
OTHER REVENUE	3,334,783	2,770,000	4,304,200	1,534,200
CHARGES FOR SERVICE	6,066,829	7,020,300	7,297,850	277,550
TRANSFERS IN	3,987,540	4,300,000	4,100,000	(200,000)
	48,604,257	**55,701,100**	**61,719,150**	**6,018,050**

Projected sales tax growth is based on the recovering economy. The FY 2021-22 budget includes the second full year of Measure H revenue, and should more accurately reflect the expected amount in a post-pandemic economy. Property Tax is also proving strong, with a 5.0% increase in Assessed Value, providing an additional $1.267 million 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 increase in Other Revenue comes from several sources, primarily Administrative Overhead, representing an improvement in cost allocation to the City's other enterprise funds (i.e., Home2Suites and Hilton Garden Inn).

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. The total FY 2021-22 General Fund expenditures budget supporting day-to-day functions is $61.409 million, a $5.727 million increase over the FY 2020-21 adopted budget. The table below provides a department level view of expenditures for FY 2021-22, with comparisons to prior year budgets and actuals:

	2019-20 Adopted Budget	2019-20 Amended Budget	2019-20 Actual	2020-21 Adopted Budget	2021-22 PROPOSED Budget	FY 21-22 Prop vs. FY 20-21 Adopt
Elected / Administration	1,824,440	2,027,440	2,392,931	2,184,400	2,354,400	170,000
Community Development	1,784,896	1,939,896	1,612,140	2,140,800	2,489,820	349,020
Finance / Non-Departmental	4,840,598	9,183,442	6,852,611	4,567,800	5,129,100	561,300
Fire	11,908,253	12,075,010	15,114,996	13,690,200	15,814,270	2,124,070
Human Resources - Information Tech	1,234,518	1,301,518	1,239,180	1,312,200	1,928,000	615,800
Parks and Recreation	4,741,300	5,008,741	4,472,874	4,467,100	5,361,550	894,450
Police	18,905,963	18,988,963	19,223,841	18,989,500	18,818,950	-170,550
Public Works	8,946,743	9,553,549	8,865,983	8,329,500	9,512,600	1,183,100
	54,186,711	**60,078,559**	**59,774,556**	**55,681,500**	**61,408,690**	**5,727,190**

Police comprises 30.6% of the General Fund budget, with Fire making up 25.8%. The remaining 43.6 % 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.

The 10.3% increase in appropriations in FY 2021-22 vs. FY 2020-21 encompasses many changes. With salary and benefits comprising 63.5% of the General Fund budget, changes made in this category will have the greatest impact on expenditures. Maintenance and Operations comprises 32.1%, and Debt and Lease Payments make up the remaining 4.4% of the adopted General Fund budget:

	2021-22 PROPOSED Budget	% of Budget
Salary and Benefits	39,023,100	63.5%
Maintenance Operations	19,685,290	32.1%
Debt and Lease Payments	2,700,300	4.4%
	61,408,690	**100%**

Supplemental Requests: Maintenance and Operations / Staffing
Included in the proposed budget are supplemental requested items: equipment, professional services, maintenance and additional positions.

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

DEPARTMENT	AMOUNT
Human Resources	$ 62,400
Police	$ 42,000
Parks and Recreation	$ 75,000
Fire	$ 328,500
	$ 507,900

DEPARTMENT	AMOUNT	ITEM DESCRIPTION
Human Resources	$ 50,000	Municipal code update
	$ 12,400	NeoGov software updates
	$ 62,400	
Police	$ 35,000	Ammunition
	$ 7,000	Inmate supplies
	$ 42,000	
Parks and Recreation	$ 75,000	Engineering and Design for park entry signs
	$ 75,000	
Fire	$ 74,000	Training (consultants)
	$ 5,000	Recruit Academy helmets
	$ 25,500	Heavy equipment needs (wildland tools, rotary saw blades, gas monitor and calibration kit)
	$ 6,000	USAR protective equipment
	$ 16,000	Axe and scabbard
	$ 40,000	Rope rescue equipment
	$ 12,000	Motorola radios (replacements)
	$ 70,000	SCBA equipment and accessories
	$ 80,000	Compressed air fill station
	$ 328,500	

The majority of these new and one-time expenses are in the "Equipment and Machinery" account. The Fire Department is requesting funding for heavy equipment (e.g., wildland firefighting tools, rotary saw blades, axes and scabbards), replacement emergency radios, repair and replacement of air canister refill equipment, including a new compressed air fill station, and urban search and rescue equipment.

There are also supplemental staffing positions included it the proposed budget. Between FY 2019-20 and including the proposed FY 2021-22 budget, there have been 41.0 non-Transit, full-time equivalents (FTE) added across the organization (with an additional 29.0 added to Transit operations).

The table below shows the annual changes, by department:

	FY 2019-20	FY 2020-21	FY 2020-21 AMENDED	FY 2021-22 PROPOSED	Variance
Administration	6.0	6.0	8.0	8.0	0.0
Community Development	12.0	16.0	19.0	21.0	2.0
Finance	19.0	20.0	20.0	21.0	1.0
Fire	59.0	67.0	70.0	73.0	3.0
Human Resources - Information Technology	12.0	12.0	12.0	14.0	2.0
Parks and Recreation	21.0	22.0	20.0	21.0	1.0
Police	101.0	101.0	102.0	102.0	0.0
Public Works	12.0	13.0	21.0	23.0	2.0
Transit	170.0	174.0	182.0	199.0	17.0
	412.0	**431.0**	**454.0**	**482.0**	**28.0**

Over the last three fiscal years, 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. 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 15.0 full-time Bus Operators for FY 2021-22.

For FY 2021-22, the proposed FTE additions are the following, with some of these being newly created job classifications necessary to continue moving the organization forward:

Department	Positions Added
Administration	Records Technician
Community Development	Housing Manager, Building Permit Technician
Finance	Management Analyst (Payroll)
Fire	Grants and Project Administrator, Community Risk Reduction Coordinator, Sr. Fire Inspector
Human Resources - Information Technology	Human Resources Manager, Information Systems Manager
Parks and Recreation	Recreation Manager
Police	Lieutenant
Public Works	Assistant Engineer, Public Works Inspector
Transit	Maintenance Manager, Transit Planner, Bus Operator (15.0 FTE)

Attached to this agenda report is the "Compensation Plan Resolution" (Attachment B) that lists every approved position classification and the accompanying salary range. There are added positions included in this budget which did not previously exist in the approved "Compensation Plan Resolution."

Human Resources Staff worked through the Personnel Commission to gain approval of those newly proposed positions which did not have existing job classifications or salary ranges. The updated "Compensation Plan Resolution" (Attachment B) includes these newly created and Personnel Commission approved positions. In addition, the job classifications for the new positions are included as Exhibit B1 to the "Compensation Plan Resolution" for review.

As the organization matures and management analyzes how best to provide service, it is necessary to create positions which previously did not exist in Montebello. One example of this is the Records Coordinator. This is a common position in larger organizations which produce large volumes of public records that must be properly archived and managed. This essential position will assist the City Clerk's office in responding to public records act requests as well as provide professional management of the City's paper and electronic files and records. There are other positions being added in FY 2021-22 which are new classifications to Montebello, but are nonetheless common job classifications which exist in similarly complex and professional agencies.

Other Funds

The majority of revenue and expenditures comprising the City's total budget is 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 2021-22, grouped by "fund type:"

	REVENUE	EXPENDITURES	Variance
General Fund	$ 61,719,150	$ 61,408,690	$ 310,460
Grants/Special Revenue Funds	$ 30,995,600	$ 29,705,608	$ 1,289,992
CIP/Street Funds	$ 8,369,900	$ 11,514,262	$ (3,144,362)
Internal Service Funds	$ 6,672,300	$ 7,461,800	$ (789,500)
Enterprise Funds	$ 50,755,400	$ 53,405,300	$ (2,649,900)
Fiduciary Funds	$ 6,603,500	$ 8,413,100	$ (1,809,600)
TOTAL CITY BUDGET	**$ 165,115,850**	**$ 171,908,760**	**$ (6,792,910)**

The table below provides a high level 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 2021-22 fiscal year.

	FY 2019-20 ACTUALS	FY 2020-21 ADOPTED BUDGET	FY 2021-22 PROPOSED BUDGET
Transit			
EXPENDITURES	31,671,369	30,777,500	34,317,900
REVENUE	32,210,637	31,212,900	29,378,400
SURPLUS / (DEFICIT)	**539,268**	**435,400**	**-4,939,500**
Golf			
EXPENDITURES	2,481,440	3,141,000	2,947,000
REVENUE	2,893,583	2,144,900	2,750,000
SURPLUS / (DEFICIT)	**412,143**	**-996,100**	**-197,000**
Hilton Garden Inn			
EXPENDITURES	4,739,899	4,954,000	5,239,500
REVENUE	4,482,116	6,355,000	6,610,000
SURPLUS / (DEFICIT)	**-257,783**	**1,401,000**	**1,370,500**
Home2Suites			
EXPENDITURES	8,602,561	9,382,800	9,314,400
REVENUE	9,064,121	9,630,000	9,410,000
SURPLUS / (DEFICIT)	**461,560**	**247,200**	**95,600**

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.). The FY 2021-22 proposed Transit budget – excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) – includes $34.318 million in expenditures balanced against $29.378 in revenue.

Hotels
The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) has undergone a complete remodel of the hotel, the first since it opened over fifteen years ago, and reopened to the public in September 2020.

Even with the continued, negative impact from the coronavirus pandemic on occupancy, the Hilton Garden Inn is forecasted to have a surplus in FY 2021-22. The recent refinancing of HGI debt (December 2019) was a positive financial move, providing significant debt service savings for the next two 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 has been fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel's occupancy 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.

Both hotels are well positioned to take advantage of any 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 changed operators of the Golf course (February, 2020), as well as contracted a professional landscape company (October, 2020). 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, even during the pandemic.

The City Council recently approved a development agreement with Top Golf to pursue a 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. 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.

Capital Improvement Program

For the last two fiscal years the City's Capital Improvement Program (CIP) was adopted separately from the operating budget. This is not a "best practice" and this year Staff in Finance and Public Works have worked together to present the CIP budget along with the operating budget. The proposed CIP budget for FY 2021-22 is $12,901,417 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 and State grants (i.e., CDBG, HSIPL, etc.).

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 the Way" bonds are included in Proposition C, Measure M and Measure R.

Most of the projects that are part of the FY 2021-22 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 $12.901 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 2021-22 CIP represent either new funding necessary to begin a project or continuing a previously approved project. Additional funding will be appropriated once FY 2020-21 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 2021-22 budget for the various CIP projects with active work.

BACKGROUND

The development of the Fiscal Year 2021-22 operating and capital budget has culminated in this presentation of a $171.909 million all funds spending plan. Furthermore, the General Fund budget will present a surplus of $310,460. 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 Study Session (March, 2021) and three budget overview presentations to the City Council. In addition, three detailed follow up memoranda were prepared for the City Council after the May 26 and June 9, 2021 City

Council meetings. These memos provided a deeper dive into various revenue and expenditure aspects of the budget, as well as discussion of the proposed new staffing positions. Two versions of the proposed budget have been provided to the City Council and Executive Management to review. Finally, a series of one-on-one meetings was held with Councilmembers prior to the June 23 meeting to discuss detailed questions about the proposed budget.

The Fiscal Year 2021-22 budget was prepared under more promising conditions, as the economic and social impacts of the global pandemic begin to wane. Revenue projections are more positive than last year. The receipt 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.

Staff have outlined various projects that will utilize this funding, in-line with U.S. Treasury rules. Subsequent presentations to the City Council will provide greater detail about the various projects planned with this funding: sewer and stormwater infrastructure repairs and upgrades, information technology backbone updates, productivity software improvements, work space upgrades, and other allowed uses. During the course of FY 2021-22 and beyond, Staff will present detailed project reports and requests to appropriate the ARPA funding.

The entire $172 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 $165 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 zero-based budgeting that will place Montebello on sound financial footing. It represents the second 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 last year's budget development efforts, which lead to the City receiving GFOA's budget award for the first time in its 100 year history.

Future budgets will continue these improvement and refinement 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 2021-22 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.

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 twenty-four months. The Fiscal Year 2021-22 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 $310,460 surplus for FY 2021-22.

City Council is being asked to approve the budget, approve the compensation resolution and new job classifications, and approve a resolution setting an appropriations limit as required by State Government Code.

Attachments:

A. Resolution adopting the Fiscal Year 2020-21 operating and capital budgets for all funds, Exhibits A1, B1, C1, D and E;
B. Resolution adopting the compensation plan and table of organization for Fiscal Year 2020-21, Exhibit B1;
C. Resolution establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit), Exhibit A, Exhibit B
D. Capital Improvement Program (CIP) Project – Budget Summary

ATTACHMENT A

RESOLUTION NO. 21-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING AN OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2021-22

WHEREAS, the City Council has received and considered the Proposed budget for Fiscal Year 2021-22 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 23, 2021 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 2021-22, 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 A and B, attached hereto, is hereby approved and adopted.

SECTION 2. That the Estimated Revenue and Transfers In for all funds for Fiscal Year 2021-22, 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 2021-22 are sufficient to fund the appropriations set forth in the Proposed Budget for Fiscal Year 2021-22.

SECTION 3. That the Proposed Appropriations and Transfers Out for all Funds for Fiscal Year 2021-22, a summary of which is attached as Exhibit B1 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 C1, and incorporated by this reference as though fully set forth herein, are 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.

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 2021-22 Operating and Capital Budget.

SECTION 6. That the "General Fund Reserve Polices" as presented in Exhibit D remain unchanged from those 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 exceed; 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 2021-22 (Exhibit E) 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 statues 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 2021-22, and specifically as presented in Exhibit E. Consistent with State of California statutes and City of Montebello Municipal 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, 2021, after thorough review by appropriate Finance Department staff, will either be released or re-appropriated for use in Fiscal Year 2021-22 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, 2021 will be re-appropriated for use in Fiscal Year 2021-22, as appropriate without further City Council action required.

SECTION 13. 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 23rd day of June, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-53 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June, 2021 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
Citywide (All Funds) Summary
Revenue by Fund
FY 2016-17 - FY 2021-22

Fund #	Fund Description	FY 2016-17 Actuals	FY 2017-18 Actuals	FY 2018-19 Actuals	FY 2019-20 Adopted Budget	FY 2019-20 Amended Budget	FY 2019-20 Actuals	FY 2020-21 ADOPTED Budget	FY 2021-22 PROPOSED BUDGET
100	General	57,292,985	55,660,335	55,201,506	51,346,218	51,346,218	48,604,255	55,701,100	61,719,150
200	Highway Users Tax	1,215,477	1,352,346	1,311,052	1,677,564	1,677,564	1,469,626	1,604,300	1,518,800
201	SB1 - Road Maint. & Rehab. (RMRA	0	294,840	1,169,627	1,069,807	1,069,807	1,160,068	1,223,400	1,225,700
202	SB1 - Transit-State of Good Repairs (STA/SGR	0	225,478	0	1,513,305	1,513,305	0	1,530,100	885,200
205	Retirement	11,446,044	11,827,362	12,931,143	13,462,763	13,462,763	13,029,222	13,604,000	15,171,000
210	Prop A - Streets	1,176,443	1,206,814	1,318,846	1,324,709	1,324,709	1,308,604	1,381,200	1,299,200
215	Prop C - Streets	1,039,235	1,030,570	1,261,439	1,149,338	1,149,338	12,109,954	1,150,300	1,080,400
220	Measure R - Streets	785,559	762,550	831,351	838,051	838,051	8,656,047	858,900	803,800
221	Measure A - Parks	0	0	0	197,298	197,298	0	600,000	600,000
222	Measure M Streets	0	675,864	917,497	931,937	931,937	10,046,163	966,000	910,300
223	TDA - Sidewalks	0	0	88,659	46,605	46,605	89,696	47,500	46,500
225	Metro-Link	268,009	0	0	0	0	0	0	-
230	Drug Enforcement - Asset Forfeitures	200,067	15,557	908,774	5,000	5,000	712,481	0	251,500
235	Supplemental Law Prop. 72	141,829	105,985	156,089	159,317	159,317	158,933	154,000	152,750
240	Justice Assistance Grants (JAG	350	791	1,366	1,254	1,254	1,255	0	500
245	Air Quality Management District Grant (AQMD	85,337	90,219	97,969	97,095	97,095	92,379	86,000	84,000
250	Park Development	780	523	680	0	0	486	0	250
255	Community Development Block Grants (CDBG	1,007,067	1,283,134	860,520	990,766	990,766	661,324	1,141,000	1,597,450
260	HOME funds	456,328	161,560	3,654	269,841	269,841	47,245	300,000	400,000
264	George Miller Estate Donation	0	0	0	0	0	325,000	0	750
265	Grants	1,432,444	3,059,492	851,706	857,395	7,040,908	3,020,575	21,000	2,177,200
270	Transit Grants	5,582,068	6,091,918	4,913,529	50,000	6,905,141	3,490,661	0	-
300	Prop A Exchange	1,434,066	2,514	3,109	0	0	1,394	0	-
410	Debt Service (Golf Course/City Hall Bonds	65,241,935	1,466,882	1,505,329	1,501,864	1,501,864	142,847,323	0	11,039,700
500	Trust & Agency	442,387	172,606	419,452	467,620	467,620	250,370	0	120,500
600	Transit	25,653,790	27,655,261	31,253,845	32,775,553	32,775,553	32,210,635	31,212,900	29,378,400
605	Water	2,333,695	3,053,867	3,203,208	2,627,830	2,627,830	2,572,472	2,610,000	2,607,000
610	Golf	3,154,768	3,408,835	2,973,964	3,350,982	3,350,982	2,893,584	2,144,900	2,750,000
615	Detention	391,810	443,395	74,170	0	0	0	0	
620	Hilton	8,107,772	7,197,487	14,242,762	7,219,284	7,219,284	4,482,116	6,355,000	6,610,000
625	Hotel2Suites Hotel	48,144,283	433,552	7,952,204	10,051,630	10,051,630	9,064,121	9,630,000	9,410,000
700	Self Insurance	7,402,348	6,831,099	7,397,377	7,372,269	7,372,269	7,659,496	6,929,900	6,672,300
720	Corporate Shop	1,335,643	7,170	572,499	0	0	0	0	-
800	Successor Agency	8,259,207	7,796,851	8,517,021	7,627,546	7,627,546	6,715,018	0	6,601,000
810	Housing Authority Successor	5,760	5,760	36,760	3,672	3,672	4,320	0	2,500
	Grand Total	**254,037,486**	**142,320,617**	**160,977,107**	**148,986,513**	**162,025,167**	**313,684,823**	**139,251,500**	**165,115,850**

City of Montebello
Citywide (All Funds) Summary
Expenditures by Fund
FY 2016-17 - FY 2021-22

Fund #	Fund Description	FY 2016-17 Actuals	FY 2017-18 Actuals	FY 2018-19 Actuals	FY 2019-20 Adopted Budget	FY 2019-20 Amended Budget	FY 2019-20 Actuals	FY 2020-21 ADOPTED Budget	FY 2021-22 PROPOSED BUDGET
100	General	53,906,512	52,365,419	52,335,129	54,186,700	60,078,549	59,774,549	55,681,500	61,408,690
200	Highway Users Tax	800,000	2,531,106	1,478,146	308,606	1,741,376	477,789	683,700	3,316,204
201	SB1 - Road Maint. & Rehab. (RMRA	0	278,090	115,693	0	2,103,546	6,197	0	3524700
202	SB1 - Transit-State of Good Repairs (STA/SGR	0	208,665	2,755	0	0	0	0	0
205	Retirement	8,763,538	9,638,281	9,949,505	11,404,238	11,404,238	11,117,156	12,376,400	11,648,100
210	Prop A - Streets	1,268,009	1,000,000	0	0	1,324,709	0	300	1794700
215	Prop C - Streets	666,152	742,903	557,363	50,000	4,074,853	2,855,065	851,500	1,113,500
220	Measure R - Streets	371,569	979,862	510,170	98,000	4,065,799	2,440,470	975,900	543,500
221	Measure A - Parks	0	0	0	0	0	0	1,008,000	0
222	Measure M Streets	0	44,030	704,742	1,231	3,650,684	1,740,828	787,200	1,130,570
223	TDA - Sidewalks	0	0	88,659	0	82,762	80,968	0	91088
225	Metro-Link	268,009	0.5	0	0	0	0	0	0
230	Drug Enforcement - Asset Forfeitures	1,050,745	933,293	1,191,059	565,667	598,348	487,273	445,000	516,000
235	Supplemental Law Prop. 72	81,124	64,430	438,058	350,000	350,000	296,492	346,800	347,100
240	Justice Assistance Grants (JAG	0	0	0	53,719	53,719	19,988	0	0
245	Air Quality Management District Grant (AQMD	30,446	32,658	241,363	31,205	323,554	26,457	336,300	228,700
250	Park Development	106,824	9,854	14,500	0	0	0	0	0
255	Community Development Block Grants (CDBG	765,968	1,055,687	742,491	677,681	698,065	625,699	611,100	2,054,300
260	HOME funds	333,555	115,163	11,925	269,841	269,841	0	0	502,400
264	George Miller Estate Donation								65,750
265	Grants	1,436,518	3,052,681	1,037,194	598,039	4,459,254	2,918,536	44,400	3,120,758
270	Transit Grants	1,345,176	2,084,501	2,994,127	50,000	6,232,191	5,387,165	0	0
300	Prop A Exchange	1,556,800	211,053	0	0	73,395	95,319	18,700	0
400	Debt Service I	0.04	0	0	0	0	0	0	0
410	Debt Service (Golf Course/City Hall Bonds	55,944,330	2,567,838	1,509,897	1,501,864	1,501,864	142,811,845	3,345,200	11,047,500
500	Trust & Agency	212,604	229,893	479,951	186,722	186,722	256,268	125,000	175,000
600	Transit	27,194,905	32,502,886	32,635,053	29,783,084	30,546,324	31,671,371	30,777,500	34,317,900
605	Water	2,295,771	2,253,060	2,595,592	2,415,098	2,412,279	2,364,399	2,223,800	2,283,500
610	Golf	2,745,204	3,299,462	2,818,036	3,350,982	3,550,982	2,481,440	3,141,000	2,250,000
615	Detention	435,281	445,589	0	0	0	0	0	0
620	Hilton	7,566,253	5,213,000	5,240,638	6,335,162	6,335,162	4,739,897	4,954,000	5,239,500
625	Hotel2Suites Hotel	41	2,685,753	8,112,049	10,009,659	10,009,659	8,602,562	9,382,800	9,314,400
700	Self Insurance	8,170,040	10,078,215	10,331,149	7,372,269	7,372,269	7,402,781	7,479,300	7,461,800
720	Corporate Shop	410,369	370,877	1,910,808	1,630,166	1,630,166	108,369	0	0
725	Equipment Reserve	2,858	0	0	0	0	0	0	0
800	Successor Agency	7,804,930	2,393,981	2,268,692	10,072,084	10,072,084	1,957,133	8,102,700	8,413,100
810	Housing Authority Successor	1,610,386	20,059	752,843	4,421	4,421	156,518	198,200	0
900	Capital Assets Fund	3,505,038	3,207,123	10,852,301	0	0	3,101,792	0	0
	Grand Total	**190,648,955**	**140,615,413**	**151,919,888**	**141,306,438**	**175,206,815**	**294,004,326**	**143,896,300**	**171,908,760**

City of Montebello

Fiscal Year 2021-22 Budget

Master Position Control, by Department

	FY 2019-20	FY 2020-21	FY 2020-21 AMENDED	FY 2021-22 PROPOSED	Variance
Elected					
City Councilmember	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	0.0
	7.0	**7.0**	**7.0**	**7.0**	**0.0**
Administration					
City Manager	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	0.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	0.0
Assistant to the Deputy City Clerk	0.0	0.0	1.0	1.0	0.0
Records Coordinator	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Office Manager	1.0	1.0	1.0	1.0	0.0
~~**Administrative Secretary**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**-1.0**~~
	6.0	**6.0**	**8.0**	**8.0**	**0.0**
Finance					
Director of Finance	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	1.0	0.0
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst (Payroll)	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Accountant	4.0	4.0	4.0	4.0	0.0
Finance Technician	5.0	5.0	5.0	5.0	0.0
Account Clerk II	5.0	5.0	5.0	5.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	19.0	**20.0**	**20.0**	**21.0**	**1.0**
Fire					
Fire Chief	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	0.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	3.0	3.0	3.0	0.0
Fire Captain	12.0	12.0	13.0	13.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	0.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	0.0
Deputy Fire Marshal	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction and Education Coordinator	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Senior Fire Inspector	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Fire Inspector I	1.0	2.0	2.0	2.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Sr. Management Analyst	2.0	2.0	2.0	2.0	2.0
~~**Telecommunications Manager**~~	~~**0.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**-1.0**~~
Telecommunications Supervisor	0.0	1.0	1.0	1.0	0.0
Telecommunications Technician	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Social Work Supervisor	0.0	0.0	1.0	1.0	0.0
Field Response Case Coordinator	0.0	0.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	59.0	**67.0**	**70.0**	**73.0**	**3.0**

City of Montebello

Fiscal Year 2021-22 Budget

Master Position Control, by Department

	FY 2019-20	FY 2020-21	FY 2020-21 AMENDED	FY 2021-22 PROPOSED	Variance
Human Resources and Information Technology					
Director of Human Resources and Risk Management	1.0	1.0	1.0	1.0	0.0
Human Resources Manager	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Risk Manager	1.0	1.0	1.0	1.0	0.0
Sr. Human Resources Analyst	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	1.0	1.0	1.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Information Systems Manager	**1.0**	**1.0**	**1.0**	**2.0**	**1.0**
Information Systems Supervisor	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	3.0	3.0	3.0	3.0	0.0
	12.0	**12.0**	**12.0**	**14.0**	**2.0**
Planning and Community Development					
Director of Planning and Community Development	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Building Official	1.0	1.0	1.0	1.0	0.0
Housing Manager	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Planning Manager	1.0	1.0	1.0	1.0	0.0
Associate Planner	1.0	1.0	1.0	1.0	0.0
Assistant Planner	0.0	1.0	2.0	2.0	0.0
Code Enforcement Manager	0.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	3.0	3.0	4.0	4.0	0.0
Combination Builidng Inspector	0.0	0.0	1.0	1.0	0.0
Buiding Permit Technician	**1.0**	**1.0**	**1.0**	**2.0**	**1.0**
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	2.0	2.0	2.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	12.0	**16.0**	**19.0**	**21.0**	**2.0**
Police					
Police Chief	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	**5.0**	**5.0**	**5.0**	**6.0**	**1.0**
Police Sergeant	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	0.0
Police Officer	**33.0**	**33.0**	**33.0**	**32.0**	**-1.0**
Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Records Supervisor	1.0	1.0	1.0	1.0	0.0
Communications Supervisor	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	0.0
Parking Control Officer	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	0.0	1.0	1.0	0.0
	101.0	**101.0**	**102.0**	**102.0**	**0.0**
Public Works					
Director of Public Works	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
Assistant Engineer	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Public Works Inspector	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Recreation & Community Services Superintendent	0.0	0.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
*Maintenance Worker**	*7.0*	*7.0*	*14.0*	*14.0*	*0.0*
	12.0	**13.0**	**21.0**	**23.0**	**2.0**

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

City of Montebello

Fiscal Year 2021-22 Budget

Master Position Control, by Department

	FY 2019-20	FY 2020-21	FY 2020-21 AMENDED	FY 2021-22 PROPOSED	Variance
Recreation and Community Services					
Director of Recreation and Community Services	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent**	0.0	0.0	1.0	1.0	0.0
Park Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	2.0	2.0	2.0	2.0	0.0
Maintenance Worker	8.0	8.0	8.0	8.0	0.0
Recreation Manager	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Community Services Coordinator	3.0	4.0	4.0	4.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
*Golf Course Superintendent / Facility Manager**	*1.0*	*1.0*	*0.0*	*0.0*	*0.0*
*Golf Cart Mechanic**	*1.0*	*1.0*	*0.0*	*0.0*	*0.0*
*Golf Course Equipment Mechanic**	*1.0*	*1.0*	*0.0*	*0.0*	*0.0*
	21.0	**22.0**	**20.0**	**21.0**	**1.0**

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

***Golf Course Superintendent to be reclassified as Recreation & Comm Services Superintendent*

Transportation					
Director of Transportation	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
Public Information Officer	0.0	1.0	1.0	1.0	0.0
Transit Administration Manager	1.0	1.0	2.0	2.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	0.0
Vehicle Maintenance Manager	0.0	1.0	1.0	1.0	0.0
Maintenance Manager	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Shop Maintenance Supervisor	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	10.0	10.0	12.0	12.0	0.0
Transit Operations Supervisor	3.0	3.0	3.0	3.0	0.0
Transit Stores and Facility Supervisor	1.0	1.0	1.0	1.0	0.0
Maintenance Service Supervisor	1.0	1.0	1.0	1.0	0.0
Transit Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Sr. Procurement Analyst	0.0	0.0	1.0	1.0	0.0
Management Analyst	1.0	3.0	3.0	3.0	0.0
Associate Planner	**0.0**	**0.0**	**0.0**	**1.0**	**1.0**
Account Clerk I	0.0	0.0	1.0	1.0	0.0
Account Clerk II	2.0	2.0	3.0	3.0	0.0
Administative Secretary	0.0	0.0	1.0	1.0	0.0
Bus Operator	**105.0**	**105.0**	**105.0**	**120.0**	**15.0**
Equipment Mechanic A	15.0	15.0	15.0	15.0	0.0
Equipment Serviceworker	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	1.0	1.0	1.0	1.0	0.0
Storekeeper	3.0	3.0	3.0	3.0	0.0
Clerk Typist	4.0	4.0	5.0	5.0	0.0
	170.0	**174.0**	**182.0**	**199.0**	**17.0**

Total Full-Time Employees	**419.0**	**438.0**	**461.0**	**489.0**	**28.0**
Total Full-Time Employees Net Elected	**412.0**	**431.0**	**454.0**	**482.0**	

	FY 2019-20	FY 2020-21	FY 2020-21 AMENDED	FY 2021-22 PROPOSED	Variance
Administration	6.0	6.0	8.0	8.0	0.0
Community Development	12.0	16.0	19.0	21.0	2.0
Finance	19.0	20.0	20.0	21.0	1.0
Fire	59.0	67.0	70.0	73.0	3.0
Human Resources - Information Technology	12.0	12.0	12.0	14.0	2.0
Parks and Recreation	21.0	22.0	20.0	21.0	1.0
Police	101.0	101.0	102.0	102.0	0.0
Public Works	12.0	13.0	21.0	23.0	2.0
Transit	170.0	174.0	182.0	199.0	17.0
	412.0	**431.0**	**454.0**	**482.0**	**28.0**

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 2021-22 Budget

Fund/Funding Source	Project Description	Project #	Amount
Gas Tax (Fund 200)			
	Safety Analysis Report Program (SSARP)		25,000
	Concourse Avenue Street Improvement	CP 880	100,000
	Various Street Improvement Project	CP 851	300,000
	Various Street Improvement Project	CP 881	1,105,000
	Annual Sidewalk Improvement FY 21-22		200,000
	Annual Sidewalk Improvement FY 20-21		101,504
	Slurry Seal Project FY 21-22		300,000
	Street Maintenance (Pothole) FY 21-22		300,000
	Signage and Striping Maintenance FY 21-22		200,000
			2,631,504
Proposition A (Fund 210)			
	Transit Yard Relocation		700,000
	Garfield Avenue/Via Campo Bus Turnout		1,000,000
	Various Intersection Improvements	CP 851	85,000
			1,785,000
Proposition C (Fund 215)			
	Self Evaluationn Report/ADA Transition Plan		250,000
	Pavement Management System Update		50,000
	Beverly Blvd Traffic Synchronization		25,000
	Debt Service (Series 2019C)		707,388
	San Gabriel Valley COG		30,000
	Gateway COG		30,000
			1,092,388
Measure M (Fund 222)			
	Arroyo Drive Street Improvement	CP 858	150,000
	Concourse Avenue Improvements	CP 880	135,000
	Various Street Improvement Project	CP 881	130,000
	Slurry Seal Project FY 21-22		100,000
	Signage and Striping Maintenance FY 21-22		65,700
	Debt Service (Series 2019A)		405,500
			986,200
Measure R (Fund 220)			
	Beverly Blvd Street Improvements	CP 866	100,000
	Annual Sidewalk Improvement FY 21-22		103,453
	Debt Service (Series 2019B)		527,250
			730,703

City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2021-22 Budget

Fund/Funding Source	Project Description	Project #	Amount
Meausre W (Fund 229)			
	Citywide Catch Basin Connection	CP 877	200,000
	East LA Sustinable Storm Water Project		700,000
			900,000
Road Maintenance and Rehabiliation Account (RMRA/SB1) (Fund 201)			
	Beach Street Pavement/Storm Drain Rehab		750,000
	Beach Street Pavement/Storm Drain Rehab	CP 882	1,450,000
	Concourse Avenue Improvements	CP 880	170,000
	Various Street Improvements	CP 881	545,000
	Montebello Blvd (Lincoln - Paramount)	CP 864	600,000
			3,515,000
TDA-3 (Fund 223)			
	Annual Sidewalk Improvement FY 21-22		46,547
	Annual Sidewalk Improvement FY 20-21		44,541
			91,088
Community Development Block Grant (CDBG) (Fund 255)			
	Annual Sidewalk Improvement FY 21-22		224,876
			224,876
HSIP (Grant)			
	Various Intersection Improvements	CP 851	719,658
			719,658
SSARP (Grant)			
	Safety Analyis Report Program		225,000
			225,000
	TOTAL FY 2020-21 CIP BUDGET (New and Carryover)		**12,901,417**

ATTACHMENT B

RESOLUTION NO. 21-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, 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	MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)	10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)	10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)	11,233	-	12,554
Fire Captain (eff 4/28/19)	6,920	-	8,693
Fire Captain (eff 10/13/19)	7,196	-	9,040
Fire Captain (eff 1/5/20)	7,484	-	9,402
Fire Captain (eff 1/3/21)	7,933	-	9,966
Police Captain (eff 7/7/19)	11,878	-	13,273
Police Captain (eff 1/5/20)	12,591	-	14,069
Police Captain (eff 1/3/21)	13,346	-	14,913
Police Lieutenant (eff 7/7/19)	10,483	-	11,714
Police Lieutenant (eff 1/5/20)	11,112	-	12,417
Police Lieutenant (eff 1/3/21)	11,779	-	13,162
Police Sergeant (eff 7/7/19)	8,485	-	9,530
Police Sergeant (eff 1/5/20)	8,994	-	10,101
Police Sergeant (eff 1/3/21)	9,534	-	10,707
Senior Fire Inspector (eff 06/23/2021)	**5,734**	**-**	**6,972**

CLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Account Clerk I (eff 4/28/19)	63.7	2,430	-	3,101
Account Clerk I (eff 1/5/20)	63.8	2,527	-	3,225
Account Clerk I (eff 1/3/21)	63.9	2,628	-	3,354

Account Clerk II (eff 4/28/19)	64.0	2,888	-	3,686
Account Clerk II (eff 1/5/20)	64.1	3,004	-	3,834
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Engineer (eff 06/23/2021		**5,712**	**-**	**7,226**
Assistant Planner (eff 4/28/19)	64.9	3,615	-	4,614
Assistant Planner (eff 1/5/20)	65.0	3,760	-	4,799
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mechanic (eff 4/14/19)	62.8	4,052	-	5,171
Body Shop Mechanic (eff 1/5/20)	62.9	4,214	-	5,378
Body Shop Mchanic (eff 1/3/21)	63.0	4,382	-	5,593
Building Maintenance Tradeworker I (eff 4/28/19)	65.2	2,551	-	3,255
Building Maintenance Tradeworker I (eff 1/5/20)	65.3	2,653	-	3,385
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 4/28/19)	65.5	2,748	-	3,507
Building Maintenance Tradeworker II (eff 1/5/20)	65.6	2,858	-	3,647
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 4/28/19)	65.8	2,680	-	3,421
Building Permit Technician (eff 1/5/20)	65.9	2,787	-	3,557
Building Permit Technician (eff 1/3/21)	66.0	2,899	-	3,700
Bus Operator (eff 4/14/19)	62.2	3,319	-	4,235
Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Risk Reduction Coordinator (eff 06/23/2021)		**5,668**	**-**	**7,239**
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945

Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500
Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867
Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412
		(23.9281 - 30.5443/hr)		
		(56 hr/week)		
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709
		(24.8852 - 31.7661/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017
		(25.8806 - 33.0367/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498
		(27.4335 - 35.0189/hr)		
		(56 hr/week)		
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314
		(20.3716 - 26.0202/hr)		
		(56 hr/week)		
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567
		(21.1864 - 27.0610/hr)		
		(56 hr/week)		
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829
		(22.0339 - 28.1434/hr)		
		(56 hr/week)		
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239
		(23.3559 - 29.8320/hr)		
		(56 hr/week)		
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545
Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700

Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225
Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Public Works Inspector (eff 06/23/2021)		**3,910**	**-**	**4,991**
Records Coordinator (eff 06/23/2021)		**4,160**	**-**	**5,373**
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
***Executive Management classification salary ranges are determined by Resolution No.20-74, approved on September 9, 2020.*			
Accounting Manager (eff 4/28/19)	6,766	-	8,225
Accounting Manager (eff 1/5/20)	7,037	-	8,554
Accounting Manager (eff 1/3/21)	7,318	-	8,896
Accounting Supervisor (eff 5/26/19)	5,087	-	6,185
Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager**	**	-	**
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 10/28/2020	8,933	-	10,858
Building Official (eff 1/3/2021)	9,290	-	11,292
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager* (Salary and Benefits Determined by Employment Contract)	*	-	*
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972

Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637
Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Chief	11,341	-	12,675
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance**	**	-	**
Director of Human Resources – Information Technology**	**	-	**
Director of Planning & Community Development**	**	-	**
Director of Public Works**	**	-	**
Director of Recreation & Community Services**	**	-	**
Director of Transportation**	**	-	**
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief**	**	-	**
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Manager (eff 4/28/19)	6,766	-	8,225
Human Resources Manager (eff 1/5/20)	7,037	-	8,554
Human Resources Manager (eff 1/3/21)	7,318	-	8,896
Housing Manager (eff 06/23/2021)	**7,318**	**-**	**8,896**

Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251
Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief**	**	-	**
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Recreation Manager (eff 06/23/2021)	**6,321**	**-**	**7,686**
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021

Risk Manager (eff 7/25/19)	6,767	-	8,225
Risk Manager (eff 1/5/20)	8,933	-	10,858
Risk Manager (eff 1/3/21)	9,290	-	11,292
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Social Work Supervisor (eff 09/09/2020)	5,513	-	6,704
Social Work Supervisor (eff 01/03/2021)	5,734	-	6,972
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461

Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Assistant to the Deputy City Clerk (eff 10/28/2020)		4,216	-	5,650
Assistant to the Deputy City Clerk (eff 01/03/2021)		4,385	-	5,876
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Field Response Case Coordinator (eff 09/09/2020)	67.1	2,930	-	3,596
Field Response Case Coordinator (eff 01/03/2021)	67.1	3,047	-	3,889
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748

Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089
Firefighter/Paramedic Trainee (effective 09/09/2020)	75.0	3,080	-	3,931
Firefighter/Paramedic Trainee (effective 01/03/2021)	75.0	3,203	-	4,089

HOURLY CLASSIFICATION	**HOURLY RANGES**		
Administrative Analyst (eff 4/28/19)	12.36	-	22.61
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61
Administrative Analyst (eff 1/5/20)	13.52	-	23.51
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51
Administrative Analyst (eff 1/3/21)	14.56	-	24.45
Administrative Secretary (eff 4/28/19)	17.15	-	21.64
Administrative Secretary (eff 1/5/20)	17.84	-	22.51
Administrative Secretary (eff 1/3/21)	18.55	-	23.41
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31
Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73

Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19
Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83
Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Heavy Duty Fire Equipment Mechanic (eff 10/28/2020)	43.66	-	47.21
Heavy Duty Fire Equipment Mechanic (eff 01/03/2021)	45.41	-	49.10
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17

Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40
Police Community Services Officer (eff 1/5/20)	13.52	-	16.01
Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22

Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45
Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45
Secretary (1) (eff 1/1/20)	13.00	-	16.09
Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to $14.00 per hour effective January 1, 2021.

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the California minimum wage rate

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 June 23, 2021.

APPROVED AND ADOPTED this 23rd day of June, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-54 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June, 2021 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

ASSISTANT ENGINEER

DEFINITION

Under general supervision to perform a variety of difficult professional engineering office, field surveying, inspection, materials analysis, and drafting work; to assist the engineering staff; and to perform related work as required.

EXAMPLES OF DUTIES

Performs a wide variety of difficult drafting and engineering drawing work from field survey notes, property description and construction notes; prepares detailed engineering drawings of structures and equipment from specifications and verbal descriptions; performs difficult engineering computations; tabulates data and prepares tables and graphs; investigates complaints involving traffic control engineering; conducts field traffic surveys and traffic counts; prepares summary reports and makes recommendations; performs professional engineering studies and design work for engineering projects that involve independent collection and analysis of data; answers inquiries by providing information shown on maps and in office files; assists in the securing of rights-of-way, easements, and leases; calculates and computes quantities and costs of material for a variety of construction projects; receives and assists the public at the counter and by telephone/email, providing information on a wide range of questions; constructs and maintains maps; drafts plans, plots cross sections and profiles, and updates maps; maintains records and compiles information for monthly reports; participates in site plan reviews; processes all types of public works and building permit applications and reviews applicable drawings and calculations; maintains a variety of files; performs surveying and staking of City projects; summarizes field survey notes; prepares and reviews plans and specifications; compiles, organizes, inputs, and interprets data for automated system activities; may perform field inspection of capital projects and components; performs professional engineering studies, field investigations, plan checks, reports, and studies; manages the engineering work of consultants; assists ii preparing reports, exhibits and presentations for City Council and public meetings.

ASSISTANT ENGINEER

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license.

EMPLOYMENT STANDARDS

Knowledge of:

- Civil engineering theories, principles, and practices as applied to the design, construction and inspection of streets, storm drains, sewers, water lines, traffic signals, street lights and related public works projects.
- Basic engineering, drafting, designing, and mathematics techniques.
- Basic traffic engineering design, procedures, and policies.
- Surveying principles and practices.
- Public works plans and specifications.
- Use of computer equipment and software used in engineering projects.
- General public works construction techniques, methods, materials, and equipment.
- Safe work practices.
- Research methods and procedures.

and

Ability to:

- Assist in engineering design work on City improvement projects.
- Perform traffic engineering work, conduct field traffic surveys and traffic counts.
- Prepare, read, and interpret field notes, construction specifications, and legal property descriptions.
- Perform precise office engineering work.
- Perform engineering drafting with skill and accuracy.
- Inspect public works and structural construction projects to determine compliance with approved plans, specifications, and City standards.
- Effectively utilize automated equipment and software.
- Prepare a variety of reports and presentations.
- Research, collect, and analyze information related to public works engineering functions.
- Interpret, explain, apply, and enforce a variety of laws, rules, and regulations.

ASSISTANT ENGINEER

EMPLOYMENT STANDARDS - (cont.)

- Effectively represent the public works engineering functions of the Department with concerned individuals, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Provide direction to engineering technicians, inspectors and interns.
- Communicate effectively orally and in writing.

and

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

Education: Bachelor's degree in civil engineering or a related field from an accredited college/university.

Work Background: A minimum of six (6) months of professional, sub professional/intern experience involving public works design and/or construction is preferred. A Master's Degree in lieu of work experience may be considered.

June 2021

CITY OF MONTEBELLO

SENIOR FIRE INSPECTOR

DEFINITION

Under direction, conducts inspections, plan checks, and tests of hazardous processes and fire protection and extinguishing systems to insure compliance with applicable codes, ordinances, and standards; performs cause and origin investigative duties; and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS / SUPERVISION EXERCISED/RECEIVED

The Senior Fire Inspector is the advanced journey/senior level in the series and performs complex tasks and possesses a significant level of specialized, technical and functional expertise. Incumbents exercise independent judgment in the performance of duties determining work methods and assignment requirements. Work may require the development of recommendations consistent with directives, policies and regulations. This classification performs duties related fire/Arson investigation, prevention, environmental activities and compliance with fire code and environmental statutes and regulations. The position will also respond to emergency incidents and provide assistance as determined by Incident Commander.

Receives direction from the Fire Marshal or other higher level Fire Department Staff and provides supervision which includes assigning, coordinating, training and reviewing the work of Fire Inspector I positions.

EXAMPLES OF DUTIES

The following duties represent the principal job duties; however, they are not all inclusive.

- Issues Notices of Violations of applicable Federal, State, County, and City codes, laws and regulations;
- Conducts site inspections and checks plans and specifications for compliance with applicable Federal, State, County, and City codes, laws and regulations;
- Provides technical advice and makes recommendations regarding safety inspections of chemical users to reduce hazardous materials accidents;
- Establishes and maintains the program for public access to environmental information related to hazardous materials;
- Represents the Montebello Fire Department to various agencies, associations, and organizations on issues associated with hazardous materials;

EXAMPLES OF DUTIES (cont.)

- May attends City Council and other meetings to provide technical advice and information on Federal, State, County, and City codes, laws, regulations and technical issues related to hazardous materials;
- Reviews acutely hazardous materials inquiries and coordinates hazardous material surveys;
- Compile and analyze data and information, prepares related reports and makes recommendations based on codes, standards and Fire Department policies;
- Interprets a variety of codes for the public and makes recommendations for fire protection systems;
- Assists in training of subordinate personnel and fire company personnel on fire prevention matters;
- Attends various Commission meetings to represent the Fire Department regarding compliance with various Federal, State, County, and City codes.

In addition to the duties listed above, incumbents assigned to the specific areas listed below perform the following:

Plan Review

- Reviews plans for high-rise, commercial, industrial and manufacturing processes, and removal, installation or modification to underground storage tanks plans to verify proper fire protection systems, exits and code compliance;
- Consults with architects, builders and developers regarding methods, materials, City specifications and problem areas;
- Conducts fire inspections of the more complex hazardous occupancies such as oil refineries and chemical facilities;
- Conducts site inspections and checks plans and specifications of the more complex hazardous operations such as petrochemical operations and electroplating processes, fire protection and extinguishing systems and related occupancies for compliance with fire codes and standards;
- Inspects high-rise buildings and institutional occupancies such (hospitals and jails);
- Conducts plan reviews for underground storage tank systems, periodic inspections and testing of underground storage tank systems;
- Coordinates Fire Department plan check reviews with other City Departments and performs fire plan checks for new development occurring within the City to ensure complete and thorough plan review including but not limited to hydrant

EXAMPLES OF DUTIES (cont.)

- spacing, sprinkler water main sizes, fire department access, proper handling and storage of hazardous materials, etc;
- Assists in the evaluation of fire safety conditions and recommends changes to building and fire codes to remain current with use of new materials and methods of construction;
- Performs moderately complex mathematical calculations in the evaluation of fire sprinkler, fire alarms and other fire protection systems.

INVESTIGATIONS

- Conducts investigations as to the Origin and Cause of fires occurring in the City in compliance with City policy;
- Investigates emergencies such as suspicious fires, incendiary fires, great alarms, explosions, bomb scares in which substantial property has been damaged or destroyed, and/or in which death or injury occurs in coordination with the Police Department to prepare evidence for prosecution;
- Assists prosecutor with arson prosecution as investigator and/or expert witness;
- Works cooperatively with other Fire and/or Law Enforcement Agencies;
- Detects and apprehends persons who have violated or suspected of violating any fire or related laws;
- May participate in the investigation in mutual aid emergencies.

Examples of Other Duties

The following duties represent duties that are generally performed by this position, but are not considered to be principal job duties:

- May perform Public Education duties such as instruction for Emergency Response Team (ERT) academy;
- Attends division and department meetings as required;
- Receives and responds to public inquiries and complaints regarding inspections;
- Serves on various committees;
- Responds to the Emergency Operations Center (EOC) in the event of an emergency;
- Perform related duties as required.

EXAMPLES OF DUTIES (cont.)

Education and Experience:

Any combination of education and experience that provides the knowledge and skills required is qualifying. A typical way to obtain the knowledge and skills would be:

An Associate of Arts/Science degree in Fire Prevention, Fire Science or a related field; and three (3) years of progressively responsible experience in plan review and inspection of buildings and systems for compliance with fire safety standards, preferably in a county or municipal environment or three years of recent experience in the use, handling, storage, disposal or inspection of hazardous materials. A Bachelor's of Arts/Science in Fire Prevention or related field may be substituted for one (1) year of experience. A Master's degree may be substituted for two (2) years of experience.

Experience that demonstrates familiarity with safety requirements for hazardous material use, handling, storage, disposal or inspection is highly desirable.

License and/or Certificates

A valid California Class C Drivers' License.

Possession of or ability to obtain:
California Penal Code 832 certificate;
California State Fire Marshal (CSFM) Fire Investigator certificate;
Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) certificate; and

The following certifications are desirable:
ICC Fire Inspector I or II;
ICC Fire Plans Examiner;
CSFM Fire Inspector I or II; and/or

CSFM Community Risk Educator.

Knowledge of:

- Fire prevention principles and procedures;
- Fire investigation principles and procedures;

EXAMPLES OF DUTIES (cont.)

- Fire protection, alarm and water supply systems, especially for high-rise, commercial and industrial buildings;
- Fire sprinkler designs, plans and hydraulic calculations;
- Principles and practices of plan review;
- Characteristics of a variety of chemicals and flammable, explosive and similar materials;
- Principles and techniques of structure and building inspection;
- Federal, State, County, and City safety codes related to fire prevention including but not limited to California Fire Code, California Building Code, and State Administrative Code;
- Standard fire protection and prevention theory, techniques, and practices relative to various types to occupancies;
- Mechanical principles;
- Principles of combustion;
- Building materials and construction practices;
- Federal, State, County, and City codes and ordinances, rules and regulations affecting inspection operations;
- General City operations;
- English grammar and methods of report writing and data analysis.

and

Ability to:

- Read, understand and interpret building construction plans and specifications, and applicable Federal, State, County, and City codes, regulations and laws;
- Interpret and apply Federal, State, County, and City codes, laws, and regulations pertaining to hazardous materials;
- Perform moderately complex mathematical computations quickly and accurately;
- Analyze data, recognize problems and make decisions;
- Write complete and accurate inspection reports;

EXAMPLES OF DUTIES (cont.)

- Positively influence community residents and business people toward a desired course of action;
- Quickly assess a situation, make decisions and take appropriate action under stressful and emergency conditions;
- Handle calls, questions and complaints in an appropriate manner;
- Understand and carry out oral and written directions;
- Communicate effectively orally and in writing;
- Maintain confidentiality and exercise sound judgment;
- Deal tactfully and effectively with the public;
- Establish and maintain effective working relationships with City employees, other City departments, public officials, contractors, outside agencies and the public;
- Work as a team member in evaluating alternative courses of action and making recommendations to solve problems related to hazardous materials issues;
- Learn, interpret, explain and enforce applicable codes, regulations, ordinances and laws;
- Learn and utilize new skills and information to improve job performance and efficiency;

In addition to the above, incumbents assigned to the specific areas listed below are also expected to have the ability to do the following:

Plan Review

- Analyze and compile technical information on fire protection and safety code violations;
- Detect and determine proper corrective action for fire hazards found at various buildings and installations;
- Inspect and determine corrective action for deficiencies in a variety of fixed fire protection systems;
- Interpret basic architectural, mechanical, plumbing, and electrical plans and drawings.

SPECIAL REQUIREMENTS

Requires the ability to walk, stand, stoop, crawl, climb ladders, and work at heights above 10 feet when performing field inspections. Tasks require color and visual perception and

EXAMPLES OF DUTIES (cont.)

discrimination, as well as oral communications ability. May be required to work in excessive heat/cold; inclement weather; dirt/dust; grease/oil; pesticides, chemicals and solvents/toxic agents; live electricity; high frequency noise; and smoke, fumes and gas.

CITY OF MONTEBELLO

RECREATION MANAGER

DEFINITION

Under general direction, plans organizes, manages, and controls the day-to-day activities of the Recreation and Community Services Department; coordinates assigned activities with other City departments, divisions and outside agencies; and provides highly responsible and complex administrative support to the Department Director.

CLASS CHARACTERISTICS

This a professional level position class with significant program and administration responsibilities in the recreational and social/community area. The position receives general direction from higher level personnel and exercises immediate technical supervision over lower level personnel, to include full-time, part-time, seasonal, temporary and volunteer staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Determines community recreational and social/community interests; determines programs to be offered and resources required to implement them, including resource allocation.
- Determines the long-term need and focus of recreation programs, including the development of optimal programs and services to meet the ever-changing means of the community.
- Coordinates all facets of program supervision to include, but not limited to, development, supervision and evaluation; develop systems and processes to ensure the optimal success of the program.
- Program logistics including scheduling, obtaining facilities, assisting with equipment and uniform acquisition, and providing supplies and materials.
- Monitor program compliance with laws, rules and regulations related to recreation and community services.
- Train, coach, motivate, monitor, correct and evaluate staff; recommend employee recognition, discipline and termination; approve payroll and time reporting records; plan and conduct staff meetings.
- Attends conferences and meetings; participates in various organizations and committees related to assignments.
- Coordinates with community sports organizations, non-profit organizations, partnering organizations and other City departments.

- Assist in developing, preparing and administering the Department budget, including preparing cost estimates and recommendations.
- Develop and implement Department policies, procedures and fee schedules on an ongoing basis.
- Promote and publicize recreation programs and activities; prepare and coordinate the development of program and event publicity, including flyers, brochures, news releases, etc.
- Prepare and maintain records and evaluation reports on new and on-going program offerings.
- Performs related duties as assigned.

SPECIAL REQUIREMENTS

Valid Class "C" California driver's license.
Travel to locations throughout the City may be required

EMPLOYMENT STANDARDS

Education and Experience:

Equivalent to a Bachelor's degree from an accredited college or university in recreation, public administration, physical education or related field.

Five (5) years progressively responsible experience as a recreational professional. Two (2) of which include supervisory responsibilities in parks and/or recreation, or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

Knowledge of:

- Principles, practices and activities of recreation and community programs.
- Principles and practices of program planning and implementation.
- Safety and risk management practices as they relate to the recreation field.
- Federal, State, County, and City laws, codes, regulations and guidelines affecting recreation programs and activities.
- Personnel administration and budgeting.
- Administrative process such as purchasing, inventory control and scheduling.
- Recreational, social and cultural needs of the community.

Ability to:

- Plan, organize, and direct a variety of recreation and community programs including adult sports, youth sports and classes.
- Establish and maintain effective working relationships with staff, volunteers, City Council, Commissions and Committees, community organizations, individual citizens, government agencies, contractors and vendors.
- Analyze problems, identify feasible solutions, and implement recommendations in support of goals.

- Assess and monitor community needs; identify opportunities for improving services and procedures for development and implementation of new program areas.
- Maintain administrative systems for facility program and scheduling, calendaring and other functions.
- Analyze, interpret and explain Department policies and procedures.
- Participate in long-range and strategic planning.
- Work independently with little direct supervision; work effectively under pressure and deadlines with consistent interruptions.
- Communicate clearly, concisely, and effectively, both orally and in writing.

PHYSICAL DEMANDS

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry, and push tools, equipment, and supplies weighing 50 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes or airborne particles, and the incumbents may be exposed to mechanical and electrical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and often work with constant interruptions. The incumbent may be required to respond to afterhours emergency call-outs and perform routine standby duties.

ENVIRONMENTAL ELEMENTS

This indoor/outdoor position works in all weather conditions, including wet, hot, and cold. The employee may use cleaning and lubricating chemicals, which may expose the employee to fumes or airborne particles, and the employee may be exposed to mechanical and electrical hazards. The nature of the work also requires the employee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and often work with constant interruptions. The employee may be required to respond to afterhours emergency call-outs and perform routine standby duties.

June 2021

CITY OF MONTEBELLO

RECORDS COORDINATOR

DEFINITION

Under general supervision, performs a variety of responsible, confidential, and complex professional, administrative, technical, and statutory duties in support of the functions of the City Clerk's Office including: assisting with the preparation of City Council meetings; assisting in the recruitment process of City Commission and Committee members; assists in maintaining official City records, including Resolutions, Ordinances, contracts, directives, and minutes approved and authorized by the City Council; performs City-wide records management coordination; assists with contract management; assists in the conduct of municipal elections; coordinates and schedules regulatory compliance filings; and receives and responds to questions and inquiries from the public, other City departments, and outside agencies. Performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Records Coordinator is responsible for clerical and technical work in the City Clerk's Office. The specialized nature of this work involves the efficient and effective operation of a large, centralized record retention and management system requiring the use of considerable initiative and judgment, with a general framework of an office administration role. Decisions are made independently in accordance with clearly established procedures.

SUPERVISON RECEIVED AND EXERCISED

Receives general supervision from the Deputy City Clerk or a higher level position.

EXAMPLES OF DUTIES

Performs difficult, complex, technical, and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills, and the ability to apply detailed knowledge of the activities and procedures specific to the Office of the City Clerk; provides information to City staff, other organizations, and the public, which requires the use of judgment and the interpretation of policies, rules, and procedures; assist in the maintenance and support of a quality controlled, centralized records management system, archive and retention process; Ensure the appropriate maintenance of City records, files and documents in compliance with established policies and government codes; maintains record retention schedules in accordance with departmental operating needs and legal requirements; assist City Departments with record retention compliance, preparation, resources and offsite coordination; oversees the conversion of manually operated filing systems to a computerized document filing and

retrieval system; assists with tracking, researching and compiling information requested by City staff as required; assists with contract management as needed; participates in the recruitment process for Commission and Committee vacancies; assist in the administration, preparation, training and conduct of municipal elections; coordinate compliance filings related to state campaign disclosure laws, City conflict of interest code, and AB 1234 Ethics requirements; research and compile information for the preparation of the election manual and schedule; may publish legal notice advertisements and public hearing notices in coordination with City Departments; may assist in the development and processing of legislative body agendas, packets, staff reports, and associated materials; may attend meetings and take/prepare meeting minutes when requested; may be exposed to confidential and privileged information during the course of duties, which should be maintained as such; may perform legislative body meeting transactional work including preparing for meetings, document proofing, formatting and processing of resolutions and ordinances, tracking committee and commission actions, and posting of meetings on the legislative content network; ensures department services are provided with exceptional customer service and the highest level of ethical standards; provides back-up support to the Assistant to the Deputy City Clerk in their absence; perform any other tasks or functions relevant to the support and operation of the City Clerk's Department.

SPECIAL REQUIREMENTS

Possession of a Class C California Driver's license is required.

EMPLOYMENT STANDARDS

Knowledge of:

- Procedures of a City Clerk's or Secretary to the Board's Office.
- Principles and practices of customer service.
- Records management principles and practices.
- Support activities related to the coordination of a records management program.
- Records and document organization.
- Research techniques.
- Computer applications related to the work, including word processing and spreadsheet applications.
- Effective use of document management and electronic data storage software and hardware, and office equipment including duplicating machines and scanning equipment.
- Correct English usage, spelling, grammar and punctuation; business letter writing and correspondence.
- Regulations related to preparation of legislative meeting agendas and public noticing procedures.

- Relevant laws, rules and procedures associated with a City Clerk's Office such as the Ralph M. Brown Act, Maddy Act, Public Records Act, Political Reform Act, and City Charter.
- Principles of project management

Ability to:

- Learn codes, regulations, policies, and procedures related to the Office of the City Clerk.
- Learn computer applications related to the work, include database and special software related to the functions of the office of the City Clerk.
- Perform technical and specialized office administrative work requiring the use of independent judgment.
- Provide support in general and records management assignments; including the processing and storage of documentation and other related materials for legislative body meetings, including, but not limited to agenda, agenda materials, minutes, ordinances, resolutions, contracts, and other official documents.
- Review documents for completeness and follow appropriate steps for the retention of records, files, and documents.
- Establish maintain, and research complex and extensive records and office files.
- Review documents for completeness and follow appropriate steps for the retention of records, files and documents.
- Work independently or from brief instructions, and as part of a team.
- Communicate effectively in writing, orally, and with others to assimilate, understand, and convey information, in a matter consistent with job functions.
- Use initiative and independent judgement with established procedural guidelines.
- Organize own work, set priorities and meet critical time deadlines.
- Recommend process improvement changes to streamline procedures.
- Work with sensitive and confidential information.
- Establish and maintain cooperative relationships with those contacted in the course of the work.
- Meet and greet the public, understand their questions and respond effectively; assist the public, City officials and staff with research and obtaining answers to questions regarding City business.
- Coordinate projects and teams.

and

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

Experience:

Three years of increasingly responsible office administrative support experience which includes general records management, handlings contracts and confidential documents, and legislative body support or general. Previous experience in a City Clerk's office or related experience is desirable.

Education:
Equivalent to a B.S./B.A. degree from an accredited college or university with major coursework in Public Administration, Business Administration, Records Management or a related field is required.

Training:
Any recent training such as academic courses and certification programs, which are relevant to this job classification.

Special Licenses or Certificates:
This position may be required to obtain and maintain certification as a Notary Public. Certification through the American Records Management Association (ARMA) is highly desirable.

Other Requirements:
Essential duties require the following physical skills and work environment:

Physical Skills: Able to use standard office equipment, including a computer; mobility to work in a typical office setting to use standard office equipment; sit, stand, walk, kneel, crouch, stoop, squat, twist, and maintain sustained posture in a seated position for prolonged periods of time; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; lift and carry 25 pound boxes, files, and materials

Work environment: Work in a standard office setting. The position may require the ability to attend evening and night meetings.

June 2021

CITY OF MONTEBELLO

PUBLIC WORKS INSPECTOR

DEFINITION

Under the supervision of the Assistant Director of Public Works performs field inspections of construction projects and work under permit on streets, subdivisions, and a variety of public works projects; to review construction plans for compliance with rules, regulations, and laws; and to perform related work as required.

EXAMPLES OF DUTIES

Inspects construction projects and work performed under permit; reviews and interprets general standards, plans and specifications for the construction of streets, concrete improvements, paving, street lighting, traffic signals, storm drains, sewers, water systems, pumping facilities for sewer and storm drainage systems, reservoirs, subdivisions, and a variety of public works and related projects of contractors, developers, and other public agencies; inspects traffic control; observes work in all stages of progress including excavation, pipe laying, service connecting, backfilling and compaction, to assure conformance with specifications and standards and for approval of authorized construction; consults with contractor's supervisory personnel as to methods of construction to determine their adequacy in relation to standards; authorizes minor changes or deviations when consistent with the general intent of the plans or specifications; inspects materials and verifies tests of soils; checks sequence of operations; checks line and grade; checks materials used in projects; checks labor and material costs to verify payment claims; reviews maps to identify parcels of land; enforces safety standards; observes progress in relation to established time limit; prepares and submits reports on progress; may perform a variety of sub professional engineering and drafting duties; and develops, information on a variety of construction related matters for contractors, developers and other public agencies.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license.

PUBLIC WORKS INSPECTOR

EMPLOYMENT STANDARDS

Knowledge of:

- Methods, materials, and standard engineering specifications used in public works and utility construction.
- Basic principles and techniques of construction inspection.
- Standards for safe traffic control.
- Applicable City, County, State, and Federal laws, rules, and regulations pertaining to construction work.
- Principles of algebra, geometry, and trigonometry and their application to the design and construction of public works facilities and structures.

- Designs, plans, and specifications used in construction work.
- Recordkeeping and report-writing practices.
- Safe work practices.

and

Ability to:

- Make difficult and thorough field engineering construction inspections.
- Read and interpret plans and specifications.
- Detect flaws in construction methods and materials.
- Make mathematical and engineering calculations.
- Perform a variety of general sub professional engineering duties.
- Prepare and maintain a variety of logs, records, reports, and charts.
- Interpret, explain, apply, and enforce a variety of laws, rules, and regulations.
- Effectively represent the public works inspection functions of the Department with concerned individuals, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Communicate effectively orally and in writing.

and

PUBLIC WORKS INSPECTOR

EMPLOYMENT STANDARDS - (cont.)

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

Education: College course work from an accredited college or university in algebra, geometry, trigonometry, public works inspection, and surveying or closely related field.

Work Background: Two years of journey level experience in engineering or public works construction or closely related work preferably including public agency experience.

June 2021

CITY OF MONTEBELLO

HOUSING MANAGER

DEFINITION

Under direct supervision from executive management, the Housing Manager is expected to supervise subordinate staff and consultants. The Housing Manager must have substantive experience related to managing and administering the implementation of the City's Federal Grant Programs. This includes the Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program funds from the U.S. Department of Housing and Urban Development ("HUD"). The primary role of the Housing Manager will be to manage junior level staff and consultants and oversee/manage all tasks and responsibilities associated with the City's Housing Division. This includes, but may not be limited to, HUD program management, IDIS management, preparation and implementation of the City's Annual Action Plan, and periodic maintenance and updates of policies, procedures, and guidelines. The Housing Manager will also prepare staff reports and provide presentations to decision making bodies as needed. A valid California driver's license is required to operate vehicles, and to perform related work as required.

MANAGEMENT RESPONSIBILITIES

Receives direction from executive management. Exercises direct supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing the staff, operations, and activities of the Housing Division. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include division budget administration, program evaluation, and recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards related to housing activities. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF DUTIES

Plans, manages, and oversees the daily functions, operations, and activities of the Housing Division including providing housing services and assistance to the community; complying with federal and state housing regulations; and directing the implementation and administration of City-wide policies and programs including, but not limited to, affordable housing development, rehabilitation, and rent stabilization; participates in the development and implementation of goals, objectives, policies, and priorities for the division; recommends within division policy, appropriate service and staffing levels; recommends and administers policies and procedures; participates in the development, administration, and oversight of division budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding; develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement; participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures; develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality; serves as the City's spokesperson on local housing issues and works with the local HUD Office to administer federally supported housing programs; reviews, coordinates, and complies with monitoring reports for all funding sources from federal, state, and local agencies; coordinates and complies with annual audits from federal, state, and local agencies; develops long-range strategic plans for all housing developments and monitors implementation for affordable housing; develops and/or reviews the 5-year Affordable Housing Plan/Consolidated Plan, General Plan Housing Element and implements goals and other planning documents; develop strategic plans to combat and prevent homelessness in the City; prepares policy guidelines for Housing Authority and City Council approval; formulates guidelines for preparation of plans, reports, and procedures to be implemented by staff; prepares and conducts public/community outreach meetings; analyzes regulations and makes recommendations to management; negotiates and prepares agreements for housing projects; monitors implementation; prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards; conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate; serves as a liaison for assigned functions with other City departments, divisions, and outside agencies; provides staff support to commissions, committees, and task forces as necessary; attends and participates in professional group meetings; stays abreast of new trends and innovations in housing and community

EXAMPLES OF DUTIES (cont.)

development; researches emerging products and enhancements and their applicability to City needs; monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval; receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action; directs the establishment and maintenance of working and official division files; ensures staff compliance with City and mandated safety rules, regulations, and protocols; performs other duties as assigned.

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Community social and economic demographics.
- Principles and practices of contract administration and management.
- Underwriting and subsidy layering for affordable housing and homebuyer programs.
- General construction for housing rehabilitation programs.
- Property management and monitoring practices.
- Principles, and practices of governmental local land use entitlement process related to housing development.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the Housing Division.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations, and protocols.

EMPLOYMENT STANDARDS (cont.)

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Plan, organize, oversee, and manage the staff and operations of the Housing Division.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Provide administrative, management, and professional leadership for the division.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Analyze and evaluate real estate financial feasibility studies, proformas, and deal structures.
- Prepare and make presentations to management, City Council and community groups; present ideas and concepts effectively and persuasively in speaking before groups.
- Prepare for and respond to housing audits.
- Plan, develop, manage, and promote complex housing and neighborhood revitalization programs and projects of the highest quality.
- Work with business professionals in the private sector, including but not limited to real estate brokers, developers, and lenders, to achieve housing goals and objectives.
- Supervise real estate transactions including, but not limited to, property evaluation and due-diligence, contracts and agreements, coordination with title, escrow, loan structuring, leasing, and property management.

EMPLOYMENT STANDARDS (cont.)

- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education: Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, finance, economics, or a related field.

Experience: Six (6) years of increasingly responsible experience in housing, urban planning, real estate sales, real estate lending, real estate development, or related fields, including three (3) years of supervisory experience.

EMPLOYMENT STANDARDS (cont.)

Licenses and Certifications:

Possession of a valid California Driver's License to be maintained throughout employment.

Possession of, or ability to obtain, a HOME Investment Partnerships Program Certificate.

June 2021

CITY OF MONTEBELLO

Community Risk Reduction Coordinator

DEFINITION

Under the general supervision of the Fire Marshal, the Community Risk Reduction Coordinator performs duties to support the Fire Department. The Community Risk Reduction Coordinator performs a variety of professional duties including developing and providing community risk reduction education, awareness, and injury prevention programs for schools, businesses, children, adolescents, and adults. Work is performed with considerable independence. Completes Work in the areas of public speaking and instruction to promote safety in the community, such as the community risk reduction education program (e.g., fire safety, injury prevention wildland fire protection and emergency preparedness); will perform paramedic functions and responsibilities, and to perform related work as required.

EXAMPLES OF DUTIES

This position will serve as a liaison with public safety agencies, city divisions and private entities to ensure community preparedness through facilitation and instruction of various programs, and will report directly to the Fire Marshal.

The following duties represent the principal job duties; however, they are not all inclusive.

Duties may include but are not limited to the following:

- Conduct community education and risk reduction programs and training classes for County representatives, first responders, city/town staff, and community members including diverse audiences of all ages, abilities, cultures and backgrounds.
- Schedule community risk reduction education programs and events for cities/towns, schools, businesses, places of worship, neighborhood groups and other community organizations.
- Assist with planning, organizing and coordinating community education and risk reduction programs, events and services.
- Assist with revising and updating elements of community education and risk reduction programs and services, including PowerPoint presentations, resource materials, pamphlets, course outlines and handouts.
- Respond to requests from schools, businesses, organizations and the general public for fire safety, injury prevention and community preparedness information, literature and materials;

- Attend meetings, trainings and conferences to promote the Department's community safety, injury prevention, wellness, wildfire protection and preparedness programs.
- Monitor inventory of props, materials and equipment and prepare and organize required supplies for scheduled events, trainings, programs and meetings.
- Work irregular or protracted hours and respond promptly to call-backs.
- Perform other duties as assigned

In addition to the duties listed above, incumbents assigned to the specific areas listed below perform the following:

- Community Outreach Programs:
    - Community Emergency Response Training (CERT)
    - Stop the Bleed (Active shooter incidents)
    - Sidewalk CPR
    - Ready! Set! GO!
- Life safety, terrorism-related and all hazard training curriculum development.
- Public Education and Public Service Announcements (PSA)
- Assist with Community Risk Assessments to identify gaps in service requiring development and implementation of new and/or additional risk reduction campaigns.
- Assistance providing back-up to Montebello Community Assistance Program (MCAP).
- Assistance with Fire Prevention programs.
- Public Information Officer (PIO) assignments
- Licensed Paramedic/EMT duties as assigned to facilitate life safety/public education programs, when applicable.

SPECIAL REQUIREMENTS

- At time of appointment the successful candidate must have:
- A current and valid California State Class C driver's License
- A signed Non-Tobacco Use Statement
- Successfully passed all qualifying examinations, the City's pre-employment physical, and extensive background check.
- Must successfully obtain Los Angeles County paramedic accreditation within 6 months.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic knowledge of methods and principles of fire suppression, fire investigation, fire prevention, emergency medical response, and hazardous material control.

- Basic functions, principles and practices of local government and public administration.
- Methods, principles, and practices of general office operations including inventory and records management systems, computer software applications, and standard office equipment.
- Fundamentals of motivation techniques, learning style models, and lesson plan development.
- Basic principles of public speaking, effective communication and group dynamics.
- Essential elements of public relations and community engagement.
- Basic techniques of researching, collecting and compiling information and data.
- Applicable local, State, and Federal laws, regulations and standards related to community risk reduction education programs and services.
- Government agencies and community organizations programs, services and
- resources, particularly those that serve high-risk, vulnerable and underserved populations.
- Correct English usage, spelling, grammar, and punctuation.
- Knowledge of and skill in teaching and demonstrating the use of fire extinguishers.
- Ability to identify fall and fire hazards.
- Computer software advanced knowledge:
    - Microsoft Office Suite including SharePoint
    - Social Media (e.g. Facebook, Twitter, Instagram, etc…)
    - Publishing
- Knowledge of crisis management principles.
- Knowledge of critical incident stress management principles.

Ability to:

- Learn how to plan, coordinate and implement effective community education and risk reduction programs.
- Learn principles, practices, and procedures of community risk reduction program management.
- Use various media, technology, communication and dissemination techniques and methods to communicate.
- Understand and act in accordance with Department policy, rules, and regulations.
- Interpret, explain, and apply fire codes and regulations.
- Learn and perform special assignments as delegated.
- Assist with fire inspection and prevention activities.
- Speak effectively before diverse audiences for the purpose of providing information, education and training.
- Communicate professionally and maintain harmonious working relationships with both individuals and groups contacted in the course of work.
- Adapt to situations, evaluate problems, explore alternatives and make sound decisions.

- Demonstrate professional discretion in political environments and maintain a calm and professional demeanor in difficult situations.
- Effectively represent the fire service functions of the Department with the public.
- Prepare clear and concise written documents.
- Work irregular or protracted hours and respond promptly to call-backs

Education / Training / Experience:
High school graduation or GED is desirable. Graduation from a State approved fire academy. A valid State Paramedic certification is highly desirable. Two years of experience as a Paramedic with a private ambulance company or municipal fire department is highly desirable.

Knowledge of:
Basic knowledge of methods and principles of fire suppression, fire investigation, fire prevention, emergency medical response and hazard material control.

Work Background: Experience in fire and emergency service work is highly desirable.

ATTACHMENT C

RESOLUTION NO. 21-55

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 $52,770,843.

SECTION 2. The Fiscal Year 2021-22 appropriations limit is $55,487,742 calculated as shown on the worksheet attached hereto and known as Exhibit A.

SECTION 3. The Fiscal Year 2021-22 appropriations subject to the above limit are $35,377,621 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 23rd day of June 2021.

_____

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-55 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 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
Gann Limit Calculation
EXHIBIT A

	AMOUNT
A. LAST YEAR'S LIMIT	52,770,843
B. ADJUSTMENT FACTOR	
1. Population %	99.45
2. Inflation %	105.73
Total Adjustment %	105.15
C. ANNUAL ADJUSTMENT $	2,716,899
D. OTHER ADJUSTMENTS:	
Lost Responsibility (-)	
Transfer to Private (-)	
Transfer to Fees (-)	
Assumed Responsibility (+)	
Sub-total	-
E. TOTAL ADJUSTMENTS	2,716,899
F. THIS YEAR'S LIMIT	**55,487,742**

City of Montebello
Gann Limit Calculation
Appropriations Subject to Limitation, EXHIBIT B

	AMOUNT
A. PROCEEDS OF TAXES	35,377,621
B. EXCLUSIONS	0
C. APPROPRIATIONS SUBJECT TO LIMITATION	**35,377,621**
D. CURRENT YEAR LIMIT	55,487,742
E. OVER/(UNDER) LIMIT	**(20,110,121)**

City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2021-22 Budget

Fund/Funding Source	Project Description	Project #	Amount
Gas Tax (Fund 200)			
	Safety Analysis Report Program (SSARP)		25,000
	Concourse Avenue Street Improvement	CP 880	100,000
	Various Street Improvement Project	CP 851	300,000
	Various Street Improvement Project	CP 881	1,105,000
	Annual Sidewalk Improvement FY 21-22		200,000
	Annual Sidewalk Improvement FY 20-21		101,504
	Slurry Seal Project FY 21-22		300,000
	Street Maintenance (Pothole) FY 21-22		300,000
	Signage and Striping Maintenance FY 21-22		200,000
			2,631,504
Proposition A (Fund 210)			
	Transit Yard Relocation		700,000
	Garfield Avenue/Via Campo Bus Turnout		1,000,000
	Various Intersection Improvements	CP 851	85,000
			1,785,000
Proposition C (Fund 215)			
	Self Evaluationn Report/ADA Transition Plan		250,000
	Pavement Management System Update		50,000
	Beverly Blvd Traffic Synchronization		25,000
	Debt Service (Series 2019C)		707,388
	San Gabriel Valley COG		30,000
	Gateway COG		30,000
			1,092,388
Measure M (Fund 222)			
	Arroyo Drive Street Improvement	CP 858	150,000
	Concourse Avenue Improvements	CP 880	135,000
	Various Street Improvement Project	CP 881	130,000
	Slurry Seal Project FY 21-22		100,000
	Signage and Striping Maintenance FY 21-22		65,700
	Debt Service (Series 2019A)		405,500
			986,200
Measure R (Fund 220)			
	Beverly Blvd Street Improvements	CP 866	100,000
	Annual Sidewalk Improvement FY 21-22		103,453
	Debt Service (Series 2019B)		527,250
			730,703

City of Montebello
Capital Improvement Program (CIP)
Project Listing Detail
FY 2021-22 Budget

Fund/Funding Source	Project Description	Project #	Amount
Meausre W (Fund 229)			
	Citywide Catch Basin Connection	CP 877	200,000
	East LA Sustinable Storm Water Project		700,000
			900,000
Road Maintenance and Rehabiliation Account (RMRA/SB1) (Fund 201)			
	Beach Street Pavement/Storm Drain Rehab		750,000
	Beach Street Pavement/Storm Drain Rehab	CP 882	1,450,000
	Concourse Avenue Improvements	CP 880	170,000
	Various Street Improvements	CP 881	545,000
	Montebello Blvd (Lincoln - Paramount)	CP 864	600,000
			3,515,000
TDA-3 (Fund 223)			
	Annual Sidewalk Improvement FY 21-22		46,547
	Annual Sidewalk Improvement FY 20-21		44,541
			91,088
Community Development Block Grant (CDBG) (Fund 255)			
	Annual Sidewalk Improvement FY 21-22		224,876
			224,876
HSIP (Grant)			
	Various Intersection Improvements	CP 851	719,658
			719,658
SSARP (Grant)			
	Safety Analyis Report Program		225,000
			225,000
	TOTAL FY 2020-21 CIP BUDGET (New and Carryover)		**12,901,417**

ITEM # 10

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

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

SUBJECT: **Adopt Resolution No. 21-49 approving the Engineer's Report for the Fiscal Year 2021-22 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and Setting a Date for the Public Hearing**

DATE: June 23, 2021

RECOMMENDATIONS(S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-49 (Attachment A) approving the Fiscal Year 2021-22 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on July 28, 2021 at 6:30 p.m; and

2) Take such additional, related action that may be desirable.

FISCAL IMPACTS

The cost for the maintenance and operation of the Natasha Lane sewer and storm drain systems, including administration, is estimated at $15,825 for FY 2021-22. This total is prorated to the properties within the district based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer's Report and ranges from $729.97 to $992.64 for the year, with an average annual assessment of $791.25 per parcel.

BACKGROUND

The properties on Natasha Lane benefiting from the sewer and storm drain systems, including pump stations, are required to be assessed to fund the maintenance and operation in Fiscal Year 2021-22. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 12, 2021, the City Council approved

Resolution No. 21-34 initiating proceedings for the FY 2021-22 levy of the annual special assessment.

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

The recommended Resolution establishes approval of the Engineer's Report for Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 (Attachment B) and sets the date for the public hearing concerning the levy of the proposed assessments. The public hearing will be scheduled for July 28, 2021 at 6:30 p.m. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2021-22 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and setting the date for the required Public Hearing on July 28, 2021 at 6:30 p.m.

ATTACHMENT(S):

A. Attachment A – Resolution No. 21-49
B. Attachment B – Engineer's Report

ATTACHMENT A

RESOLUTION NO. 21-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2021-22 LEVY OF ANNUAL ASSESSMENTS FOR SEWER AND STORM PUMP STATION MAINTENANCE AND OPERATIONS FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 21-34 ordered the preparation of the Preliminary Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

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

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

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

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 28, 2021.

The City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California and via telephonically and/or electronically, on **Wednesday July 28, 2021, at 6:30 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

Receive public input regarding the annual assessment for the Natasha Lane Sewer and Storm Water Pumps Assessment District No. 2005-2 for FY 2021-22 in accordance with the Engineer's Report.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office **on or before Wednesday July 28, 2021 between 9:00 a.m.– 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m. – 3:30 p.m. on Wednesday, July 28, 2021**. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/ department/administration/city-clerk-s-office.html.

If the subject matter is challenged in court, challenges will be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
JEnriquez@cityofmontebello.com

APPROVED AND ADOPTED this 23rd day of June 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-49 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

ATTACHMENT B

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

For
FY 2021-22

Kimberly Ann Cobos-Cawthorne, Mayor

David Torres, Mayor Pro Tem

Angie Jimenez, Councilmember

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Engineer's Report
June 23, 2021

Prepared by the City of Montebello – Engineering Division

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

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2021-22)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2021 thru June 30, 2022.

SECTION II: PLANS

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

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

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm drain systems, including pump stations, shall be maintained in such a manner as to keep the systems in good working condition at all times. This includes flushing of pipes and debris removal from the pump wells on an as-needed basis. The equipment in the pump stations is checked regularly and repaired and or replaced as needed. The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2021-22 BEGINNING FUND BALANCE (ESTIMATED)	**($26,442)**
FY 2021-22 PROJECTED REVENUE	**$15,825**
TOTAL REVENUE AVAILABLE FOR FY 2021-22	**($10,617)**
FY 2021-22 PROJECTED EXPENDITURES	
Maintenance and Operation Expenses Contractual Services (Flo-Services, Inc.)	**$15,825**
Administrative Costs (Staff, Consultant and LA County Fees)	**$4,800**
TOTAL EXPENDITURES	**$15,825**
PROJECTED BALANCE (JUNE 30, 2022)	
FY 2021-22 Revenue Available	**($10,617)**
FY 2021-22 Anticipated Expenditures	**($15,825)**
FY 2021-22 ENDING BALANCE (RESERVE FUND BALANCE)	**($26,442)**

SECTION V: DIAGRAM

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

SECTION VI: ASSESSMENT

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

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

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

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

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	$862.64
2	6348	6	18	41 LF	$782.66
3	6348	6	19	41 LF	$782.66
4	6348	6	20	41 LF	$782.66
5	6348	6	21	41 LF	$782.66
6	6348	6	22	41 LF	$782.66
7	6348	6	23	41 LF	$782.66
8	6348	6	24	41.70 LF	$796.02
9	6348	6	25	52 LF	$992.64
10	6348	6	26	45.27 LF	$864.17
11	6348	6	29	40.60 LF	$775.02
12	6348	6	30	40 LF	$763.57
13	6348	6	31	40 LF	$763.57
14	6348	6	32	40 LF	$763.57
15	6348	6	33	40 LF	$763.57
16	6348	6	34	40 LF	$763.57
17	6348	6	35	40 LF	$763.57
18	6348	6	36	40 LF	$763.57
19	6348	6	37	40 LF	$763.57
20	6348	6	38	38.24 LF	$729.97
TOTAL:				829 LF	$15,825

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

NAME AND ADDRESS OF PROPERTY OWNERS

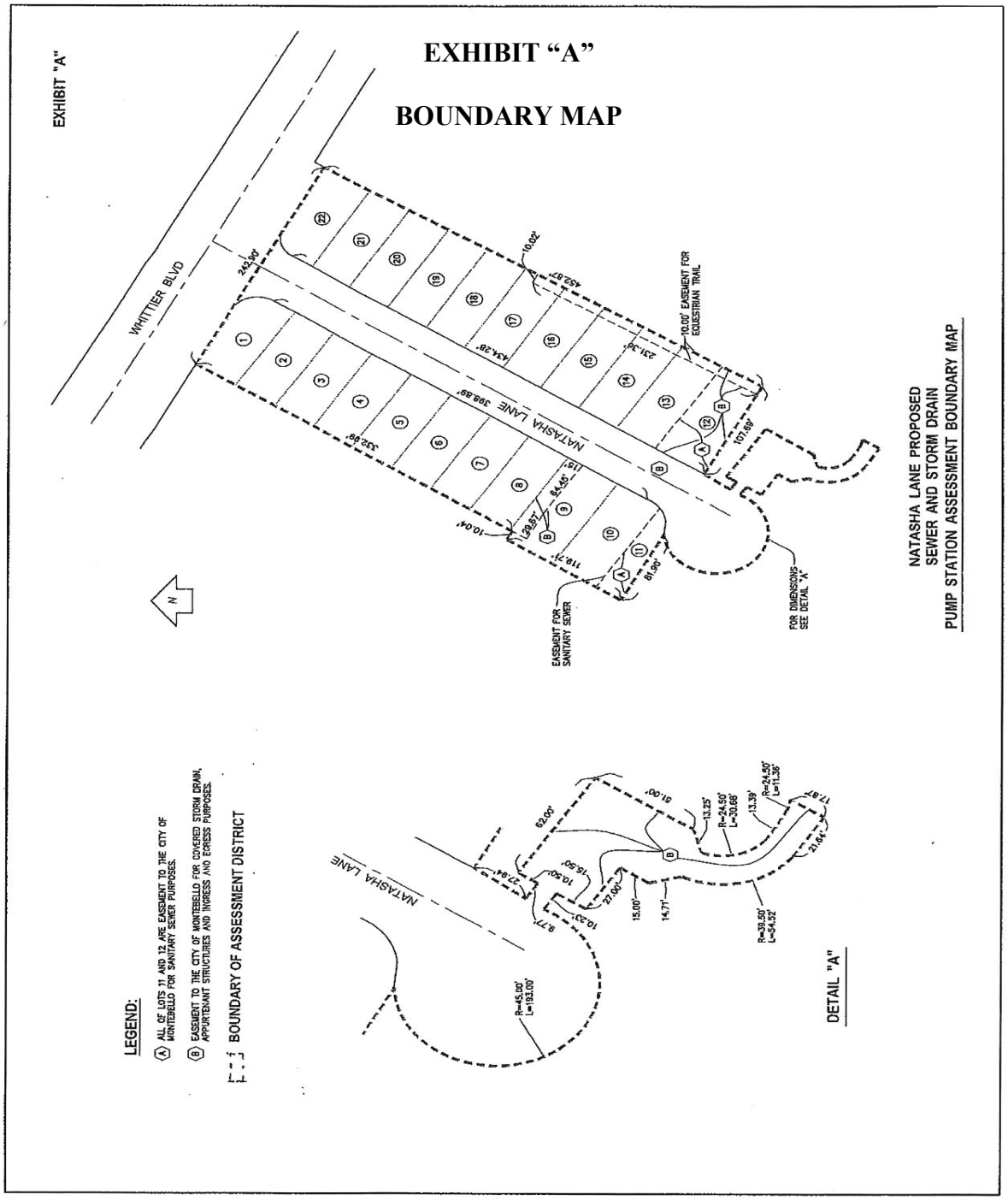
Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha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

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

NAME AND ADDRESS OF PROPERTY OWNERS

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

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



ITEM #____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

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

SUBJECT: **Adopt Resolution No. 21-51 approving the Engineer's Report for the FY 2021-2022 Annual Natasha Lane Landscape Assessment District No. 2005-1 and Setting a Date for the Public Hearing**

DATE: June 23, 2021

RECOMMENDATIONS(S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-51 (Attachment A) approving the Fiscal Year 2021-22 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for a Public Hearing for the regular meeting scheduled on July 28, 2021 at 6:30 p.m.; and

2) Take such additional, related action that may be desirable.

FISCAL IMPACTS

The cost for the maintenance and operation of the Natasha Lane landscaping, including administration, is estimated at $14,500 for FY 2021-22. Because the District Reserve Fund Balance has grown to $59,610, the recommended annual assessment for FY 2021-22 is $1,200 and covers only the processing costs with the Los Angeles County Assessor's Office. All other costs associated with the maintenance and operation of the landscaping for FY 2021-22 will be paid from the District Reserve Balance.

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

BACKGROUND

The properties on Natasha Lane benefiting from the landscaping are required to be assessed to fund the maintenance and operation in Fiscal Year 2021-22. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 12, 2021, the City Council approved Resolution No. 21-35 initiating proceedings for the FY 2021-2022 levy of annual special assessment.

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

The recommended Resolution establishes approval of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 (Attachment B) and sets the date for the public hearing concerning the levy of the proposed assessments. The public hearing will be scheduled for July 28, 2021 at 6:30 p.m. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2021-22 Annual Natasha Lane Landscape Assessment District No. 2005-1 and setting the date for the required Public Hearing on July 28, 2021 at 6:30 p.m.

ATTACHMENT(S):

A. Attachment A – Resolution No. 21-51
B. Attachment B – Engineer's Report

ATTACHMENT A

RESOLUTION NO. 21-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2021-22 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 21-35, ordered the preparation of the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

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

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance, irrigation and servicing of street trees and parkways, landscaping, and appurtenant improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

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

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable

property within Natasha Lane Landscape District as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 28, 2021.

The City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California and via telephonically and/or electronically, on **Wednesday July 28, 2021, at 6:30 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

Receive public input regarding the annual assessment for the Natasha Lane Landscape Assessment District No. 2005-1 for FY 2021-22 in accordance with the Engineer's Report.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office **on or before Wednesday July 28, 2021 between 9:00 a.m.– 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m. – 3:30 p.m. on Wednesday, July 28, 2021**. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/ department/administration/city-clerk-s-office.html.

If the subject matter is challenged in court, challenges will be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
JEnriquez@cityofmontebello.com

APPROVED AND ADOPTED this 23rd day of June 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-51 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

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

For
FY 2021-22

Kimberly Ann Cobos-Cawthorne, Mayor

David Torres, Mayor Pro Tem

Angie Jimenez, Councilmember

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Engineer's Report
June 23, 2021

Prepared by the City of Montebello – Engineering Division

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

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2021-22)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2021 through June 30, 2022.

SECTION II: PLANS

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

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

SECTION III: SPECIFICATIONS FOR MAINTENANCE

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

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2021-22 BEGINNING FUND BALANCE (ESTIMATED)	**$59,610**
FY 2021-22 PROJECTED REVENUE	**$1,200**
TOTAL REVENUE AVAILABLE FOR FY 2021-22	**$60,810**
FY 2021-22 PROJECTED EXPENDITURES	
Maintenance, Operation, Irrigation Expenses and Contractual Services	**$9,700**
Administrative Costs (Staff, Consultant and LA County Fees)	**$4,800**
TOTAL PROPOSED EXPENDITURES	**$14,500**
PROJECTED BALANCE (JUNE 30, 2022)	
FY 2021-22 Revenue Available	**$60,810**
FY 2021-22 Anticipated Expenditures	**($14,500)**
FY 2021-22 ENDING BALANCE (RESERVE FUND BALANCE)	**$46,310**

SECTION V: DIAGRAM

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

SECTION VI: ASSESSMENT

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

The district reserve balance has increased over recent years. Therefore, the recommended total assessment for FY 2021-22 is $1,200 and covers only the processing costs with the Los Angeles County Assessor's Office. All other costs associated with the maintenance and operation of the landscaping for FY 2021-22 will be paid from the district reserve balance.

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

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

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

ASSESSMENT ROLL

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

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

NAME AND ADDRESS OF PROPERTY OWNERS

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

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

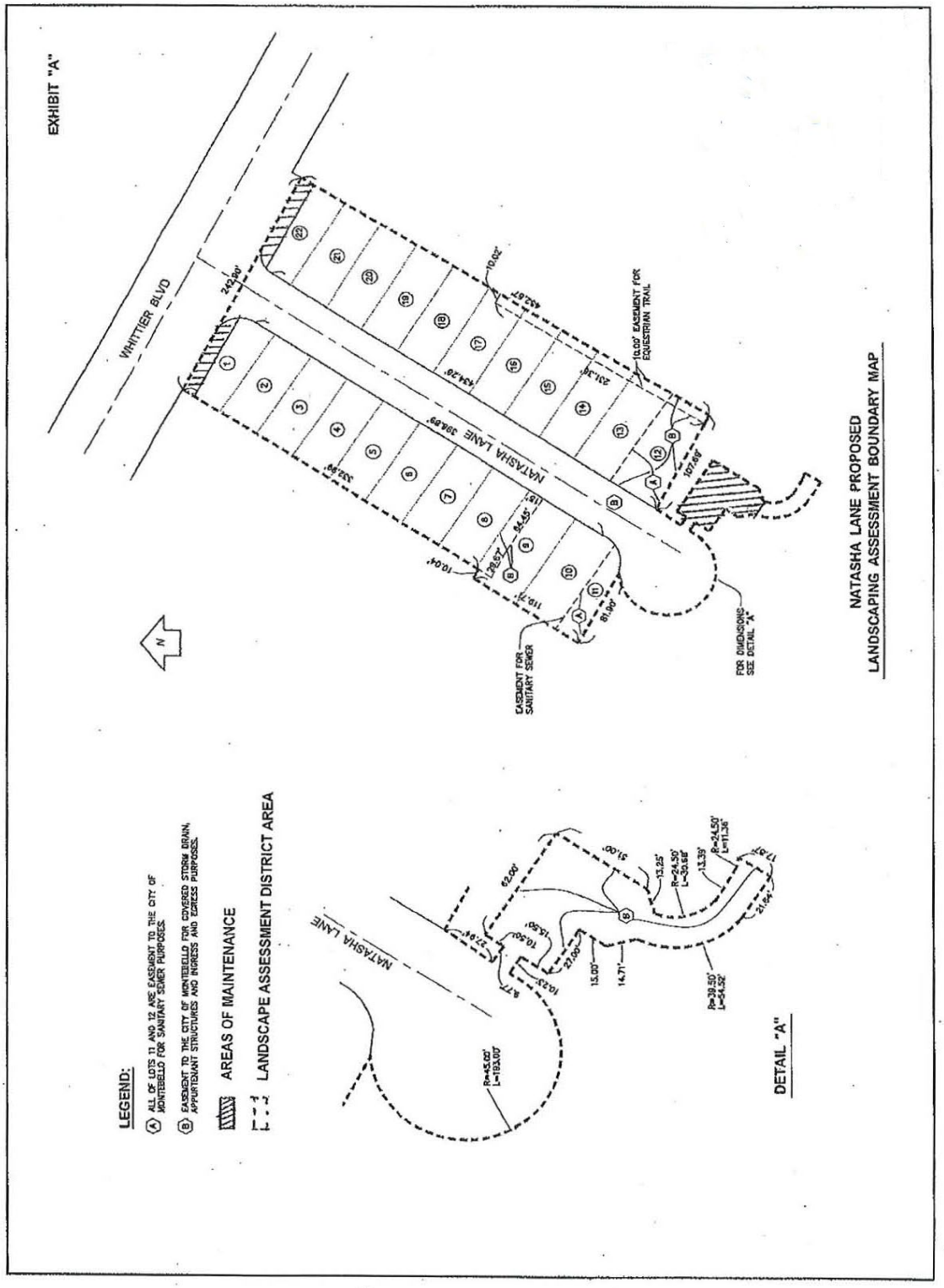
NAME AND ADDRESS OF PROPERTY OWNERS

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

NATASHA LANE LANDSCAPING
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP



ITEM # 12

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Award Amendment No. 1 to Agreement No. 3504 with Infrastructure Engineers for Building and Safety Services**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 3504 with Infrastructure Engineers for building and safety services in the aggregate amount not-to-exceed $125,000 annually for general building permits and $300,000 total for building permits associated with the Montebello Hills Development Project; and

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

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The $125,000 annual fee for as-needed building and safety services for general building permits is paid from a percentage of the application fees collected (50% for regular plan check and 80% for expedited plan check) or on an hourly as-needed basis. Customers pay the applicable permit fee, as set in the City Council approved fee study (updated July, 2018). Staff then remit the 50% or 80% share to Infrastructure Engineers on a regular basis.

The Development Agreement (Agreement No. 3090) between the City and Toll Bros. that governs development of the Montebello Hills Project provides for reimbursement of project related expenses. Toll Bros. provided an advance to the City in the amount of $4.880 million dollars. This advance is to be used for City staff time, legal and consultant expenses related to oversight of the project, inspection throughout the various phases of

development, plan check and related services, related legal costs and other related, reasonable project expenses.

The $300,000 fee for plan check and inspection services for the Montebello Hills Project described in Amendment No. 1 to Agreement No. 3504 will be paid for from this advance. The City has already received this funding – in three tranches between Fiscal Years 2017-18 and 2019-2020 – and has been charging against it since. Total expenditures to date are $380,985 (as of May, 2021, the latest reconciliation data available) . As expenditures are realized, the General Fund is reimbursed, which shows up as revenue (Account No. 100-99-3025, Development-Paid Expenses).

All costs related to plan check and inspection services for the Montebello Hills Project under Amendment No. 1 to Agreement No. 3504 will be charged to this advance, and the General Fund will be reimbursed. No budget amendment is needed for these expenses. The Fiscal Year 2021-22 proposed budget includes a sufficient revenue reimbursement amount to account for these expenses. In addition, the Building Division (100-50-540-6040.10) has sufficient funding in the proposed budget for the $125,000 in building permit work to be completed under Amendment No. 1.

BACKGROUND

On December 19, 2018, the City Council approved Professional Services Agreement No. 3504 (Attachment A) with Infrastructure Engineers for Building and Safety Services. The Agreement was for three years, with options for two one-year extensions for a total maximum of 5 years of contracted services. Infrastructure Engineers was selected in response to Request for Proposals No. 19-2. Infrastructure Engineers continues to provide services under this agreement.

DISCUSSION

Agreement No. 3504 included an annual retainer fee of $125,000 for staff augmentation services for Building and Safety. This included the positions of Building Official, Building Inspector, and plan checking services. The city hired a full time Building Official and Building Inspector during the current fiscal year and continuous staff augmentation through consultant services is no longer needed. The $125,000 annual fee recommended in Amendment No. 1 replaces the annual retainer with as-needed services to supplement city staff. The as-needed services will be billed per permit and/or hourly to provide assistance when permit applications exceed the capacity of city staff or to fill in for staff absences. Reimbursement will occur as a percentage share of revenue collected by the permit issues and fees charged.

The Montebello Hills Project is currently under construction by the Developer, Toll Bros. The Development Agreement (Agreement No. 3090), executed for the project on July 21,

2015, includes terms relating to the reimbursement by the Developer to the City of expenses for building plan check and inspection services.

The Building and Safety Division is staffed to handle the normal workload of building permits, but is not prepared to handle the sharp increase of building permits associated with a large development project like Montebello Hills. The recommended services provided by Infrastructure Engineers will help ensure permit applications for the Montebello Hills Development Project are processed in a timely manner and do not adversely impact the level of service for all other permit applications. The recommended total fee of $300,000 is estimated to cover the plan checking services for Phase A of the development. Staff will monitor the budget and recommend increases in subsequent amendment(s) as the development project progresses. The reimbursement requests are also subject to the review and approval of Toll Bros.

SUMMARY

The City Council will consider approval of Amendment No. 1 to Agreement No. 3504 with Infrastructure Engineers and authorize the City Manager to execute the amendment on behalf of the City. Amendment No. 1 replaces an annual retainer fee of $125,000 for building and safety services for general building permits. These services will continue on an as-needed basis billed hourly and per permit to a maximum aggregate annual amount not-to-exceed $125,000.

Additionally, Amendment No. 1 establishes a budget of $300,000 for plan check and inspection services for permits associated with the Montebello Hills Development Project that will also be billed hourly and per permit application. The cost of these services are paid by the permit applicants, which covers the cost paid to the consultant as well as associated city administration services. The General Fund is reimbursed by an advance provided by the developer to the City.

The FY 2021-22 proposed budget includes sufficient funding in the Building Division (100-50-540-6040.10) for the building permit review services ($125,000). In addition, the General Fund proposed budget includes revenue to account for the reimbursement of services through the Montebello Hills Development Agreement (100-99- 3025).

ATTACHMENT(S):

A. Attachment A – Professional Services Agreement No. 3504
B. Attachment B – Scope and Fee Proposal Letter dated June 2, 2021
C. Attachment C – Amendment No. 1 to Agreement No. 3504

AGREEMENT NO. 3504

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO.

BY AND BETWEEN

CITY OF MONTEBELLO

AND

INFRASTRUCTURE ENGINEERS

THIS AGREEMENT ("Agreement") is made and entered into on Dec 19, 2018, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Infrastructure Engineers (hereinafter referred to as "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 building and safety services in the CITY;

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Building and Safety Services (August 6, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONSULTANT shall provide to CITY the Building and Safety Services scope of work that is set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONSULTANT shall be compensated for the performance of the Professional Services as a fixed fee and not to exceed fee of $118,560.00 for each of the first and second year of the contract and the third year of the contract not to exceed $125,000.

CONSULTANT shall provide an itemized billing statement to the CITY for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

A. This Agreement shall be for a term of three (3) years, commencing from the date of Council award, with the ability to extend the agreement for up to an additional two (2) years. City Council may amend the term at their discretion.

SECTION 3. PERFORMANCE.

a. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. 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. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONSULTANT shall have the right to retain, subject to CITY's approval, additional individuals, consultants or sub-consultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or sub-consultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONSULTANT 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 the CITY, and ownership of said work product shall be retained by the CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

b. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written

products shall be returned to the CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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 CONSULTANT, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services

CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that 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 CONSULTANT provides the CITY with adequate proof that 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. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he 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, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY, CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'S sub-consultants 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 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its

employees or sub-consultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONSULTANT or any employee, agent, or sub-consultant of 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, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or sub-consultants, 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, CONSULTANT and any of its employees, agents, and sub-consultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, 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 a 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 a 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.

CONTACTOR shall require each of its sub-consultants, 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.

At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONSULTANT shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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 weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents, and volunteers as additional insured's. 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. 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 CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by 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 CONSULTANT, and CONSULTANT'S employees, agents or subCONSULTANTs, from waiving the right of subrogation prior to a loss. 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 CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT'S liability or as fall performance of CONSULTANT'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT 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-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 CONSULTANT and shall not bind or purport to bind the CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees,

delegees or sub-consultants. No such subcontract, delegation or assignment shall result in an increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement and that the person executing this Agreement on behalf of either party has

the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Manuel Mancha
Interim Planning and Community Development Director
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: mmancha@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-CONSULTANT and applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. 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.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and 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.

CITY OF MONTEBELLO

Andrew Pasmant
Acting City Manager

Dated: 1/24/2019

CONSULTANT

Name
Title

Dated: 1/28/19

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Request for Proposals for Building and Safety Services

INFRASTRUCTURE
ENGINEERS

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

January 7, 2019

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

Subject: Proposal (RFP # 19-2) for Building and Safety Services for the Planning & Community Development Department

Infrastructure Engineers has had the distinct pleasure of working with the City of Montebello for more than 15 years – providing building plan checking and plan check counter services, city and civil engineering, CIP oversight, and construction management and inspection. Our mission is to continue to earn the respect and confidence of the City and its staff by providing the highest standard of professional municipal services that ultimately have a positive contribution to the community.

Our understanding of the services requested comes from the subject RFP released by the City of Montebello. The City is seeking a qualified consulting firm to provide building official and building inspection services to the City's Planning and Community Development Director. We understand the City is seeking a firm to provide staff at the City offices that are highly capable of performing Building Official administrative duties such as code interpretations, plan reviews, responding to complaints about building conditions and administering building violations, keeping codes current with the latest codes and literature, providing monthly reporting, and attending Planning Commission and City Council meetings, as necessary, among other duties.

The City is requesting a well-qualified and experienced building inspector in conjunction with the needed tasks normally performed within a city's building department. The City's expectation is to be assured that these services continue to be provided at a high level of service and in the most efficient and courteous manner - and we could not agree more. We will provide an extraordinarily experienced and credentialed Building Official at the City's offices one day per week (8 hours) to provide these administrative duties, and a veteran building inspector two days per week (16) hours to provide inspection services and to help with inquiries and complaints. We also have other staff available as needed to address extraordinary workloads or in case of an emergency.

We consider Infrastructure Engineers to be the best-qualified firm to meet your needs for the following reasons:

- Infrastructure Engineers is familiar with the City, its culture, and its business and community environment. Not only have we been working with City staff for many years, we have also been personally involved in community events, such as the City's Fourth of July celebration, the annual employees' appreciation dinner and dance and other celebrations.
- We understand that an integral component of building and safety services is positive and diplomatic communication. People coming to the Building and Safety Division with their projects may be veteran contractors or homeowners pursuing their first remodel; whatever the situation, our staff have been providing courteous attention and service at the counter and engaging with the public regarding expectations and requirements for plans. We know the City's constituency and our staff have demonstrated the courteous and timely service the public expects and deserves.
- We have been providing building official and inspection services to many cities. In addition, City of Montebello staff knows our company and our staff; we have formed efficient and respectful relationships

that will continue to provide the best quality of services without the need to "come up to speed." In addition, we already know the City's expectations for quality and timely service; we know the City's codes and ongoing projects; and we have been advocating for the City for more than 15 years through the wide variety of engineering services we have provided to you.

- We are available and enthusiastic! We will continue to work hard for the City of Montebello while providing personal attention to every detail. In addition, we understand the funding and timing restriction challenges faced by cities. The Infrastructure team is intimately familiar with all aspects of building inspection services required by the City.

For this important assignment, we are proposing to provide the services of Robert H. Chang, PE, CBO for the Building Official position. Robert has 32 years of experience in the engineering and building and safety arena working for public agencies and municipalities, providing highly skilled reviews, and providing assistance to the public in development projects. He holds numerous International Code Council certifications, including being a Certified Building Official, Certified Building Plans Examiner, also a Qualified SWPPP Practitioner and Developer (QSP/D). Robert has provided building and safety services to the following agencies:

- County of San Bernardino Building and Safety Department
- Cities of Placentia, Ontario, Lynwood, Huntington Park, Baldwin Park, Montebello and Bell Gardens

Our proposed Building Inspector is Frank Agular. Frank has 20 years of experience as a contracted building inspector for various cities. Services he has provided include inspecting a wide variety of structures, both new and remodeled, issuing permits, and working with the public at city counters to provide timely and courteous customer service. Frank has worked for many cities throughout the Los Angeles region.

Our Project Manager will be Andre Dupret. As Vice President of Development Services for Infrastructure Engineers, Andre Dupret oversees planning and building and safety operations for the company. His responsibilities include project management, overseeing a large staff of professional planners, building officials and inspectors, plan check examiners, permit technicians, and other support staff, as well as maintaining customer relations and client interface. He will be responsible for the day-to-day management of this contract.

I will be the Management Contact for this contract. As Senior Vice President of Municipal services, I am authorized to sign agreements for our firm. If you have any questions about our proposal, please feel free to contact our Contract/Project Manager, Andre Dupret, at 714-940-0100 ext. 5130, or by email at adupret@infengr.com.

We look forward to continuing to provide excellent service to the City of Montebello.

Sincerely,
Infrastructure Engineers

Steve Forster
Sr. Vice President, Municipal Services

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Summary Sheet

Infrastructure Engineers has been providing building plan check services to the City of Montebello for the past four years as well as providing other staff in the City's offices. In addition, we have had staff in place at the City to assist with civil and traffic engineering and administrative services for many years. This experience and knowledge of the City's inner workings, acquired from our long-term relationship, will allow our team to provide uninterrupted and consistent service to your customers. The City of Montebello is a highly valued client, and we take our service to you very personally.

Our building and safety services program will continue to be closely centered around the City's requirements based on the latest City-adopted versions of the building, mechanical, plumbing, and electrical codes, administrative, disabled access, and energy conservation regulations, as well as mandates by California state codes, Title 24 regulations, city ordinances, and building department policies and procedures. We incorporate our extensive experience to maintain the high quality of service you and your customers expect and deserve. Our team members will coordinate all activities with other departments, agencies, and jurisdictions as necessary and as directed by the City.

Infrastructure Engineers is proud to claim that we provide Certified Building Officials (CBOs) with the professional credentials and experience to step into any situation with full confidence and the ability to manage even the most active and demanding local government Building & Safety environments.

Our CBOs have the training and skill sets to review and process plans and specifications ranging from complex new construction to tenant improvements (TIs), from minor solar retrofits to major cannabis cultivation facilities. Our CBOs have the time-tested experience to understand the complexities that many projects present and know how to confer with applicants to discuss drawings and technical specifications and to arrive at solutions to any issue being considered.

Infrastructure Engineers currently has CBOs placed in the cities of Huntington Park, Lynwood and Baldwin Park, providing expert in-house oversight of the enforcement of construction codes to ensure public safety and health, as well as being responsible for coordination and management of building permit, building inspection, building counter and building code enforcement services.

For this assignment, Infrastructure Engineers is prepared to provide the necessary building inspection services needed. Our building inspectors are responsible for all building services, including residential and commercial inspection of all building trades, site visits, and completing building logs and records.

Our Summary Sheet matrix is provided on the following page.

CITY OF MONTEBELLO

BUILDING AND SAFETY SERVICES (RFP No. 19-2)

SUMMARY SHEET

I. Consultant shall perform the following services, per the RFP:

Services/Tasks	Hours/Week	Hourly Rate	Weekly Rate	Annual Cost (52 Weeks)
Building Offical	8	$125	$1,000	$52,000
Combination Building Inspector	16	$80	$1,280	$66,560
TOTAL ANNUAL COST				$118,560

Assigned Personnel

Robert Chang, PE, CBO - Building Official

We are proposing Robert Chang as the City's Building Official. Robert has 32 years of experience in the engineering and building and safety arena, working for public and agencies and municipalities, providing highly skilled reviews and assistance to the public in development projects. He holds numerous International Code Council certifications, as shown in his resume in the section titled "Experience of Proposed Personnel" beginning on page 12. Robert's career has been focused on providing building and safety services to public agencies, some of which include the following:

- County of San Bernardino Building and Safety Department
- Cities of Placentia, Ontario, Lynwood, Huntington Park, Baldwin Park, Montebello and Bell Gardens.

Frank Agular – Combination Building Inspector

We are proposing Frank Agular as Building Inspector for the Building and Safety Services contract. Frank is an experienced building inspector with more than 20 years of experience as a contracted inspector for numerous cities. He will be familiar to City staff through his inspections of the Home2 Suites project in the City of Montebello. Other cities Frank has worked for are listed in his resume, which is provided in the section titled "Experience of Proposed Personnel" beginning on page 13.

Allocation of Resources

Infrastructure Engineers brings staff who are highly experienced in working with cities and within city offices to perform building official and inspection services. Infrastructure Engineers was founded for the primary purpose of supporting municipalities in staff augmentation for building and safety and civil engineering design services, so we are able to match skills and availability to City needs. We currently have staff placed in the City of Montebello as well as the cities of Baldwin Park, Bell Gardens, Glendora, Huntington Park and Lynwood – we are accustomed to aligning with and assisting City staffs.

In addition, each of our proposed staff have first-hand knowledge of the new way cities work, the budget and schedule constraints that cities face, and they have extensive experience working with the public. Our staff have demonstrated thorough knowledge of working within federal and state funding vehicles on countless projects for the City of Montebello, currently and in the past. We coach our staff to be proactive and stay on the lookout for ways in which we can assist our city clients and make their projects run more smoothly, often with the added benefits of savings to schedules and budgets.

Infrastructure Engineers will be the best choice for the City of Montebello due to our existing knowledge of the Planning and Community Development Department operations, staff and needs. In addition, we have an extensive and skilled roster of building officials and inspectors. Currently, we have three (3) qualified Building Officials and four (4) experienced Building Inspectors. In addition, our staff has been working with the City for more than 15 years – we're part of the family! We have been providing these very services to the City of Montebello for four years. You and your staff know our company and our staff; we have formed efficient and respectful relationships that will continue to provide the best quality of services without the need to come up to speed.

Furthermore, we already know the City's expectations for quality and timely service; we know the City's codes and ongoing projects; and we have been advocating for the City for years, through the wide variety of engineering services and the talented and dedicated people we have provided to you.

The following table is our Project Schedule, which shows how our resources will be allocated for this contract.

Project Schedule

The following table provides the number and type of personnel to be allocated for this project.

Responsibility	Staff	Hours per Week
Building Official	Robert Chang, PE, CBO	8
Building Inspector	Frank Agular	16

Scope of Services

Our primary approach is to serve as a direct extension of City staff while providing building official administration and building inspection services. We will always promote a team approach with City staff, developers, contractors, architects, and the City's constituents. This approach, coupled with our administrative and management experience and responsibility, will provide for tight coordination and a common focus as we work with the public to move projects forward. We have significant experience in public works and development projects, some with high political visibility and public interest, and all with critical schedules, budgets, and site constraints. Overall, we will provide the administrative discipline and leadership necessary to move projects forward on schedule and on budget.

The following section lists each task in order as presented and required in the City's RFP under "Scope of Services".

Building Official Administrative Services

Our proposed Building Official, Robert Chang, is an ICC-certified building official, professional civil engineer, ICC-certified building plans examiner and. He will oversee building inspections, code compliance, abatement, and act as an official City representative on building-related matters. His responsibilities will include, but are not limited to the following tasks:

1. *Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.*

   Robert Chang is highly experienced in the complex technical duties of enforcing construction California Building Standards Code (the Code) to ensure public safety and health. Because he has spent decades in service to municipal agencies, he is familiar and comfortable with working with applicants and the public to ensure plans meet all municipal and state codes.

2. *Issue Certificates of Use and Occupancy for building and structures.*

   After the building official inspects the building or structure and finds no violations of the provisions of the Code or other laws that are enforced by the department of building and safety, the building official will issue a certificate of occupancy. A certificate of occupancy is evidence that the construction of a building is in compliance with the approved plans and specifications, but the issuance of a certificate of occupancy is not to be construed as an approval of a violation of the provisions of the Code or of other ordinances of the jurisdiction. Robert will follow the building permit process through plan review and construction inspection and, ultimately, determine if a Certificate of Occupancy can then be issued.

3. *Assist in the coordination and oversight of the building permit, building inspection, building counter and building services so that they function as one building and safety organization.*

Robert's considerable experience as an engineering department director, certified Building Official, plan check engineer, and certified access specialist has allowed him to hone the skills needed to oversee entire Building Department and staff. He understands the processes and procedures of permitting, inspection and code enforcement and how to manage the skills and time of staff who perform these duties so that each applicant can be assured that their project is being attended to with proper focus and implementation.

4. *Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.*

The California Building Standards Code is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years. A city or county may establish more restrictive building standards reasonably necessary because of local climatic, geological or topographical conditions. Findings of the local conditions and the adopted local building standards must be filed with the California Building Standards Commission to become effective. Robert is up to date on code changes and will assist City staff in implementing those changes by amending and developing ordinances.

5. *Quality control review of building inspections.*

Robert will randomly accompany our building inspector to inspect different occupancies during various phases of construction to ensure relevance and accuracy. Robert will visit those premises by himself in the unlikely event there might be any complaints against the building inspector for adequate inspection or poor customer service. This is a means of ensuring that Infrastructure Engineers' resolve to provide professional and courteous service is maintained.

6. *Resolution of resident inquiries and complaints.*

Even though our building inspectors and plans examiners are fully aware of the importance of good customer service, there will inevitably be disputes between staff and the general public on occasion. He understands the needs and is willing to listen to homeowners', permit expediters', contractors', engineers' and architects' side of the story. Robert will be able to resolve resident inquiries and complaints in a satisfactory manner.

7. *Make determination on the approval and use of alternative materials and methods of construction.*

Where there are practical difficulties involved in carrying out the provisions of the Code, Robert will grant modifications for individual cases for the use of alternative materials and methods of construction not specifically prescribed by the Code, upon application of the owner, provided that Robert first determines that special individual reason makes the strict letter of the Code impractical, the modification is in compliance with the intent and purpose of the Code, and that such modification does not lessen health, accessibility, life and fire safety or structural integrity. Where the request to use alternative materials and methods of construction is not approved, Robert will respond in writing stating the reason why the alternative is not approved.

8. *Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.*

   Robert is Infrastructure Engineer's Building Official, overseeing building officials, plans examiners and building inspectors. In the event of a dispute in code interpretation between a plan's examiner and a design professional, Robert will render the final interpretation based on his profound knowledge of the Code.

9. *Contribute the necessary resources to the configuration, implementation and on- going support of an automated permitting system*

   Infrastructure Engineers is a pioneer in implementing automated permitting systems, which is a set of computer-based tools and services that automate and streamline the building permit process. The intent of automated permitting system is to reduce permitting time, improve customer service and staff efficiency, enhance quality, and make operating funds more productive. An automated permitting system typically replaces traditional paper and file-card systems. Robert is familiar with our automated permitting system and will be able to help configure and implement Montebello's system to be in sync with Infrastructure Engineers' system; our IT department will provide on-going support of the system if the City should wish to implement this optional system.

10. *Review discretionary applications for preliminary compliance with construction codes.*

    The City may charge an hourly preliminary plan check fee for Robert to sit down with design professional to review their preliminary design and render comments on code violations and offer code-compliant solutions.

11. *Coordinate with Code Enforcement regarding abatement program.*

    The inspection of buildings will be administered with intent to spot or prevent building code violations and to remedy any and all violations through an administrative inspection and abatement process. Enforcement may require placing liens upon property as part of the enforcement process.

12. *Review and update the Building/Safety Procedures Manual.*

    Infrastructural Engineers has developed a Building and Safety Procedures Manual, which Robert will modify and tailor to meet the City of Montebello's needs.

13. *Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.*

    Robert will direct permit technicians to provide detailed weekly, monthly, quarterly and annual reports of our activities to the City on accountability report forms approved by the City. The reports will include fees collected, staffing levels provided, staff hours expended, number of inspections made, and other financial, operational and statistical information pertinent to the services provided.

14. *Review Planning Commission & City Council staff reports related to Building & Safety items (as needed).*

    Robert will review Planning Commission and City Council staff reports and provide comments on items related to building and safety.

15. *Periodic attendance at Planning Commission & City Council meetings (as needed).*

    Robert will attend Planning Commission and City Council meetings on an as-needed basis to answer questions and provide testimony on issues pertaining to Building Code provisions.

16. *Provide emergency and after-hours inspection and reports of damaged properties or structures.*

    Infrastructure Engineers is well qualified to respond immediately upon notification to a local or regional emergency. In the event of an emergency, Robert and our building inspector will provide emergency and after-hours inspection and reports of damaged properties or structures. Evenings and weekends for special events and meetings can be accommodated with 48 hours' notice.

17. *Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.*

    Robert and our building inspector are available for applicant inquiries or conferences anytime during regular business hours, without charge, via telephone or emails, 8:00 AM to 5:00 PM, Monday through Friday. Customers have the options of meeting Robert at the City or in the field during his official public counter hours or by appointment in our City of Industry office. Robert will arbitrate disputes on code interpretations and resolve the more difficult and complex engineering and code-related issues.

Combination Building Inspector Services

The position is responsible for all building inspection services, including residential and commercial inspection of all building trades, site visits, completing building logs/records, but not limited to:

1. *Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharged and Elimination System Permit (NPDES) requirements.*

   Our building inspector, Frank Agular is an experienced building inspector with more than 20 years of experience, both as a contract inspector and an employee inspector of a dozen cities throughout Southern California. In addition, Robert, our building official, is a qualified storm water pollution prevention plan (SWPPP) practitioner/developer with many years of experience inspecting and ensuring SWPPPs are in place and that drainage and capture methods are in compliance.

2. *Inspect building and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.*

   Our building inspector will perform field inspections and technical work in connection with the plans that have been submitted and approved and enforcement of ordinances and ICC building codes. In addition, the building inspector will complete work related to licensing, planning, zoning, and permitting as required and enforcement of municipal codes.

3. *Inspect for compliance with conditions of approval set forth by the City's Planning and Community Development Department, Planning Commission, and/or City Council.*

   Conditions of approval are determined by the submittal of approved plans for a broad spectrum of disciplines that would include drainage and grading plans, landscaping and irrigation plans,

adequate fire protection facilities, appropriate connection to sanitary sewer facilities, curb, gutter, paveout, and necessary drainage facilities, among other conditions set down by the City. Frank has worked with more than one dozen cities as a building inspector. He knows and understands these conditions and will study the City of Montebello's conditions for any variations.

4. *Building inspection – field hours shall be 8:00 a.m. to 5:00 p.m. (or 8 hours), Tuesdays and Thursdays (minimum of 2 days per week).*

   We propose assigning Frank to the City for two days per week, working within the hours noted here.

5. *Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.*

   A discretionary permit is granted following determinations that require the exercise of judgment and deliberation, as opposed to merely determining that a request complies with a set of standards. Because Frank has more than 20 years of experience in permit enforcement, he has seen many instances where good judgement was relied upon to enforce conditions of approval.

6. *During inspections, review for compliance with code, accessibility, building, electrical, mechanical and plumbing work, etc. Issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.*

   As a combination building inspector, Frank is fully cognizant of code compliance and can issue stop work or correct work notices when conditions do not meet or are in violation of these codes and regulations.

7. *Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.*

   Infrastructure Engineers has a full complement of qualified inspectors and building officials who are skilled at conducting investigations and provided subsequent reports and documentation. In addition, we have administrative staff in our offices and at the City who can assist in document preparation.

8. *Handle resident/building inquiries and resolve complaints.*

   Frank will track, monitor and resolve resident inquiries and resolve complaints with courtesy and diplomacy to ensure that all parties understand the issues and can agree on resolutions.

9. *Assist in processing of public records requests (as needed).*

   Having worked with many cities as both a contract inspector and as an employee of city staff, Frank's career has been based on responding to inquiries from the public.

10. *Assist in construction and demolition debris recycling program (as needed).*

    Assigned staff will ensure that the City is compliant with its policies and procedures for the removal and disposal (recycling) of debris generated by construction and/or demolition activities within the City.

11. *Building Code Abatement Inspection (including lien process, as needed).*

    Infrastructure staff will work with City staff to identify the type of abatement program that the City requires and will coordinate the development and implementation of such a program.

12. *Maintain records and prepare documents for storage and/or imaging.*

    The maintenance of daily logs and records are in integral part of the building inspection process. Frank is adamant about exacting procedures for these records. In addition, Infrastructure Engineers has administrative staff, both in our offices and at the City, who can assist with storage and scanning of documents for record retention.

Project Controls

Each of our staff are reliable and are often expected to function as troubleshooters, frequently relying on personal experience to find solutions to complicated issues in the office and in the field, functioning quite often with little or no supervision. This approach to project management is, in the long run, efficient, a time savings and most importantly, represents a cost savings.

Most projects that experience a cost overrun do so because of a lack of effective time management and a failure to apply budgetary controls. Our staff are seasoned professionals who watch the clock, employ years of experience in their jobs, which equates to quick and accurate efficiencies of scale, and our staff track and log tasks – important project data that is used to prepare complete and accurate invoices which cities find helpful when reconciling their project records for billing and audit purposes.

Previous Relevant Projects and References

As noted, Infrastructure Engineers provides building and safety services to many cities throughout the greater Los Angeles area. In this section, we have provided references for those contracts that are directly relevant to the City of Montebello's needs.

City of Baldwin Park - Building Official Administrator & Building Inspections

Client Contact:

Luis Rodriguez, Interim Community Development Director 14403 Pacific Avenue Baldwin Park, CA 91706	Phone: (626) 813-5261 Email: lrodriguez@baldwinpark.com

Infrastructure Engineers' contract Building Official performs a variety of supervisory, administrative, and technical work for building inspections, permit processing and code enforcement, and compliance activities for the City of Baldwin Park. The Building Official reviews the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations, and updates City codes and regulations as necessary to ensure compliance. The Building Official plans, organizes, supervises, reviews and participates in the work of professional, technical, contract and office support staff; coordinates activities with other City departments, outside agencies, and organizations; develops and implements programs and procedures within the Building Division; performs other related duties as required. The Building Official routinely interacts with and prepares reports for the Planning Commission and City Council, determines approvals and issues certificates of occupancy.

Huntington Park – Building Official Services & Building Inspection and Plan Review Services

Client Contact:

Sergio Infanzon, Director of Community Development 6550 Miles Avenue Huntington Park, CA 90255	Phone: (323) 582-6161 Email: sinfanzon@hpca.gov

Infrastructure Engineers is providing a Building Official for the City of Huntington Park. The Building Official is responsible for overseeing review of building plans, calculations and specifications for proposed structures; establishing estimated values of proposed construction. The Building Official resolves interpretation issues for inspections of buildings under construction and existing buildings for compliance with the adopted plumbing, mechanical, building and electrical codes, and evaluates modifications to adopted codes when necessary. The Building Official also oversees final inspection for construction projects at completion for issuance of certificate of occupancy and signs for the Building and Safety Department.

Infrastructure Engineers staff are responsible for all building and safety services, providing counter assistance, permitting and development activities, and building inspections and assisting with public inquiries. Our staff also provide inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.; track, monitor and resolve resident inquiries and resolve complaints; process public records requests, and provide permit issuance annual update reports to

outside agencies. Construction and demolition debris recycling are addressed by Infrastructure Engineers staff as well as building code abatement administration and inspections (including lien processing).

City of Lynwood – Building Official and Inspection Services

Client Contact:

Michell Ramirez, Community Development Director
11330 Bullis Road
Lynwood, CA 90262

Phone: (310) 603-0220, ext. 605
Email: mramirez@lynwood.ca.us

Since 2012, Infrastructure Engineers has been providing building and safety plan checks on a daily basis, including placement of counter staff to assist the public with their plans, and building inspections since 2016. The range of plans reviewed and inspected structures includes the City's new annex building and senior center, countless residential and commercial buildings, warehouse additions, commercial complex suites, marketplace tenant improvements, hotels, parks and associated buildings, dozens of solar panel projects, cell towers and antennas, numerous street improvement projects, as well as cannabis cultivation facility plan review.

City of Glendora - On-call As Needed Plan Check & Building Inspection Services

Dave Davies, Director of Public Works
116 E. Foothill Blvd.
Glendora, CA 91741

Phone: (626) 914-8246
Email: ddavies@cityofglendora.org

Infrastructure Engineers staff are performing building inspections; reviewing plans to determine project scope and compliance with adopted codes and standards; inspecting existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; working with the public to ensure structures are safe and ready for occupancy and inspecting construction projects for compliance with all parts of Title 24 of the California Code of Regulations, including building and fire codes and standards. Staff are providing courteous service when interacting with visitors, the public and City staff.

City of Bell Gardens - Building Inspection and Plan Checking Services

Chau Vu, Director of Public Works
8327 Garfield Avenue
Bell Gardens, CA 90201

Phone: (562) 806-7770
Email: CVu@bellgardens.org

As an exclusive municipal contract provider to the City of Bell Gardens for the past 10 years, Infrastructure Engineers provides a number of services to the City, including building inspection and plan checking, municipal engineering, SWPPP/NPDES/MS4 compliance and reviews, staff augmentation, program management, and construction management. Specifically, building inspection services were provided for the Bicycle Casino Hotel, a seven-story, 117,907-square-foot hotel, as well as numerous new and redeveloped residential units, commercial buildings, and restaurants. We also provide subdivision map checking, improvement plan checking, building and structural plan checking, and review of various engineering reports.

Robert Chang, PE, CBO – Building Official

Education

MS, Civil Engineering, University of Texas, Arlington, TX, 1978

BS, Civil Engineering, University of Chung-Yuan, Taiwan, ROC, 1975

Registrations/Certifications

Registered Civil Engineer, CA, No. 32884, 1981

Certified Building Official, CA, No. 3029

Certified Plan Examiner, ICBO, No. 15237

Years of Experience: 32

Years with AAE/Infrastructure Engineers: 1<

Robert Change has 31 years of experience as a building and safety official and engineer. He has been responsible for the enforcement of building standards, permitting processes, and plan checking. Robert has extensive experience in developing policies and procedures, preparing annual budgets, overseeing capital improvement projects, and supervising city and county staff.

Relevant Experience

Building Official, Various Cities. Currently providing Building Official and/or building and safety plan check services to the cities of Lynwood, Huntington Park, Baldwin Park, Montebello, and Bell Gardens.

Prior Work History

Contract Building Official, Building and Safety Department, County of San Bernardino, CA, 2014. Primary responsibility was the enforcement of building standards adopted by the state of California and the county of San Bernardino. These standards include the California building, electrical, plumbing, mechanical, and energy codes, and disabled access regulations contained in Title 24 of the California Code of Regulations. Responsible for the permit process, which includes the review of construction plans to determine design compliance with applicable codes, permit issuance, inspection of construction work in progress, final inspection approval and issuance of a Certificate of Occupancy.

Chief Building Official, City of Placentia, 1985 to present. Planned, directed, and coordinated activities between the Engineering, Planning, and Building Departments for the City. Set up systems, policies, and procedures. Oversaw and reviewed daily construction issues. Prepared annual budget estimates, including capital projects (seismic retrofit, new public and school buildings), as well as federal and state grant applications. Supervised both City and contract employees.

Plan Check Engineer, City of Ontario, 1984 - 1985. Plan check division supervisor, responsible for all residential, commercial, and industrial building projects to comply with various state, local, and other code requirements. Supervised and coordinated capital projects, such as building repairs and renovations, on fire stations, the library, and city hall expansions.

Project Engineer, Central Consulting Engineering Services, 1982 - 1984. Project engineer for residential, commercial, and industrial buildings. Responsibilities included design grading and building plans, site surveys, drainage and soil analyses, specifications writing, onsite inspections, resolving daily construction problems, design and drafting group supervision, developing project computer programs, and structural design and calculation analyses for different building design projects.

Affiliations

American Society of Civil Engineers
Orange Empire Chapter of ICC, Past President

Frank Agular – Building Inspector

Education

Building Inspector and Advanced Constructors Certifications

Years of Experience: 20

As an experienced building inspector, Frank Agular interacts effectively with city officials and citizens alike, providing customer service support to the general public regarding inquiries on building codes and violations. With over twenty years' experience, Frank is an expert in inspecting walls, partitions, structures, building support on structures, electrical, plumbing, sewer lines, water heaters, exhaust systems, HVAC, fire dampers, smoke detectors, sub-panels electrical grounding, roofs, block walls, flat works, building foundations and rebar. Frank analyzed and approved construction plans for the City of Gardena and inspected rebar on pre-tilt-ups at an industrial park in the City of Pico Rivera. He is also experienced in inspecting swimming pools for electrical, plumbing, grounding and (electric) receptacles as well as patios, room additions, stairways, chimneys and approaches.

Relevant Experience

- Senior inspector, Home 2 Suites project - City of Montebello
- Building inspector - City of Huntington Park
- Inspected high voltage main panels as Senior Inspector, on a $70-million project for Boeing Aerospace
- Inspector of construction for Northrop Aerospace
- Prepared health and safety reports for the City of Gardena
- Prepared fire reports for the City of Gardena

Proposed Fee Structure

Year One

Responsibility	Staff	Hours per Week/Rate
Building Official	Robert Chang, PE, CBO	8 x $125
Building Inspector	Frank Agular	16 x $80

Year Two

Responsibility	Staff	Hours per Month/Rate
Building Official	Robert Chang, PE, CBO	8 x $125
Building Inspector	Frank Agular	16 x $80

Year Three

Responsibility	Staff	Hours per Month/Rate
Building Official	Robert Chang, PE, CBO	8 x $131
Building Inspector	Frank Agular	16 x $84

Year Four (Optional)

Responsibility	Staff	Hours per Month/Rate
Building Official	Robert, PE, CBO	8 x $141
Building Inspector	Frank Agular	16 x $90

Year Five (Optional)

Responsibility	Staff	Hours per Month/Rate
Building Official	Robert Chang, PE, CBO	8 x $151
Building Inspector	Frank Agular	16 x $96

INFRASTRUCTURE ENGINEERS

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

June 2, 2021

James Enriquez, PE
Director of Public Works
City of Montebello

Subject: Scope of Work and Cost Proposal for Plan Check and Staff Augmentation Services
Amendment No. 1 to Agreement No. 3504

Dear Mr. Enriquez,

Infrastructure Engineers is pleased to submit this scope of work and cost proposal to provide plan check and staff augmentation services for the Montebello Hills and other City projects in the City of Montebello as Amendment No.1 for the Professional Services Agreement No. 3504.

Scope of Work

1. Check on-site and off-site civil engineering plans including rough and precise grading, erosion control, utility, subdivision maps, and other related improvements.
2. Check architectural, structural, accessibility, mechanical, electrical, plumbing, energy, green, and fire protection plans for compliance with California Building Standards Code and Montebello Municipal Code.
3. Review geotechnical reports, seismic analyses, environmental impact reports, conditional use permits, site plan review, and other environmental documents in compliance with CEQA and NEPA review processes.
4. Provide staffing to augment in-house staff capability in serving the building community. Staffing may include inspectors, plans examiners, counter technicians, building official, access specialists, and other professionals to ensure the Building and Safety Division has the capability and resources to address the City's needs.

Plan Check Fees

- Regular plan check fee: 50% of the plan check fees that the City collects for the 1st, 2nd, and 3rd plan checks.
- Expedited plan check: 80% of the plan check fees that the City collects for the 1st, 2nd and 3rd plan checks.
- For Montebello Hills projects, 50% of the building plan check fees that the City collects, plus $1,200 per variation, for the 1st, 2nd, and 3rd plan checks.
- For Montebello Hills projects, 50% of the fire protection plan check and precise grading plan check, for the 1st, 2nd and 3rd plan checks.
- Fourth and subsequent plan checks: $120 per hour.
- Plan check fee for civil engineering work will be charged based on Time and Material and in accordance with the Fee Schedule attached to this proposal.

Turnaround Time

- Turnaround time for 1st check: 10 working days; rechecks: 5 working days.
- Turnaround time for Montebello Hills plan check, 1st check: 15 working days; rechecks: 10 working days.

Staff Augmentation Hourly Rate

The following hourly rates are based on Infrastructure Engineers 2020-2021 Hourly Rate Schedule.

Building official	$150
Certified Access Specialist	$130

Certified Plans Examiner	$120
Certified Fire Plans Examiner	$120
Building Inspector	$ 98
Grading Inspector	$ 98
Fire Inspector	$ 98
Permit Technician	$ 90

If you have any questions, please contact Jay Shih at (626) 544-0400 or by email at Jshih@infengr.com.

Sincerely,

_____
Farzad Dorrani, MS
Chief Operations Officer

ATTACHMENT C

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3504
WITH INFRASTRUCTURE ENGINEERS

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 23rd day of June 2021, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Infrastructure Engineers, (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 Building and Safety Services by and between the City of Montebello and Infrastructure Engineers, dated December 19, 2018 ("Agreement"), pursuant to which City retained Consultant to provide Building and Safety Services as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualifications, subsequent to a competitive selection process. However, additional services are needed, which exceed the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 5. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; 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 1 of the Agreement [SERVICES/COMPENSATION] is deleted in its entirety and replaced to read as follows:

A. For the remaining Term of the Agreement, Consultant shall be compensated in accordance with the hourly rates and Plan Check Fee percentages stated in Consultant's Proposal dated June 2, 2021 attached hereto and incorporated by reference as Exhibit A to this Amendment No. 1, or as modified in any subsequent Amendment. The total fees for the General Building Plan Check and Inspection

Services shall not exceed One Hundred Twenty-Five Thousand Dollars ($125,000) per year.

B. For the remaining Term of the Agreement, the Consultant's compensation for Building Plan Check and Inspection Services for the Montebello Hills Development Project, in accordance with the hourly rates and Plan Check Fee percentages stated in Exhibit A to this Amendment No. 1, shall not exceed Three Hundred Thousand Dollars ($300,000) per year.

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.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**INFRASTRUCTURE ENGINEERS**
René Bobadilla, City Manager	Sid Mousavi, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ITEM # 13

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Award Professional Services Agreement No. 3891 for Engineering Services to NCM Engineering Corp for the Garfield Avenue and Via Campo Bus Turnout Lane Project (RFP. No. 21-27)**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Award Professional Services Agreement No. 3891 to NCM Engineering Corp for Engineering Services for the Garfield Avenue and Via Campo Bus Turnout Lane Project (RFP No. 21-27) in an amount not-to-exceed $872,473; and

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

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

As a bus stop improvement project, the design for this project is funded entirely with Metro Local Return Proposition A funds. The amount of $872,473 has been programmed with Metro and included in the proposed Fiscal Year 2021-22 budget (Account No. 210-99-7116, Proposition A, Improvements Other than Building).

BACKGROUND

The Montebello Bus Line operates an existing bus stop for Line 30 on Garfield Avenue in the southbound direction south of the intersection with Via Campo. The existing bus stop is located in the outside travel lane. When busses stop at this location, the traffic in the outside lane is forced to stop behind the bus. During peak traffic hours, the traffic often backs up into the intersection until the bus resumes travel. This adds to the operational

deficiencies of the Garfield Avenue and Via Campo intersection which also affects the intersection of Garfield Avenue and Pomona Boulevard on the north side of the State Route 60 Freeway, in the City of Monterey Park. The Garfield Avenue and Via Campo intersection is heavily congested during peak hours since Garfield Avenue is a major north-south arterial in the region and there is an eastbound freeway off ramp from the State Route 60 Freeway immediately adjacent to the intersection.

The proposed project will widen the west side of Garfield Avenue (southbound) between Via Campo and Via San Clemente. The widening will provide an additional lane that will serve as a dedicated bus turnout lane and dedicated right turn lane for the vehicles turning right onto southbound Garfield Avenue from Via Campo as well as the vehicles turning into the golf course campus from Garfield Avenue on Via San Clemente. This dedicated lane will ensure the bus stop as well as the right turn vehicle motions do not impede the flow of traffic on Garfield Avenue. The traffic analysis for the intersection of Garfield Avenue and Via Campo will also assess any impacts on the existing off ramps from the State Route 60 Freeway.

On January 21, 2021, a Request for Proposal (“RFP”) (Attachment A) was distributed via email to three consultants with extensive experience on projects involving both the Los Angeles County Metropolitan Transportation Authority (Metro) and Caltrans. The three consultants included Willdan Engineering; NCM Engineering Corp. (NCM); and KOA Corp. The due date for the RFP was extended to February 18, 2021. On the due date, one proposal was received from NCM. The other two recipients responded by email declining the opportunity to submit a proposal.

ANALYSIS

The proposal submitted by NCM was reviewed by three staff members from the Engineering Division of Public Works for compliance with the RFP requirements, including evaluation of the firm’s qualifications. The average score for the proposal was 90 points on a 100-point scale. Therefore, NCM meets the qualifications for the anticipated services for this project.

Following the evaluation of qualifications, NCM’s Fee Proposal was opened and reviewed. The fee proposal includes a detailed hourly breakdown for each phase of the project in accordance with the scope of work and includes an hourly breakdown for each subconsultant service. The fee was reviewed with respect to the total number of hours proposed and the hourly billing rate for each position proposed to provide services for the project.

The total fee proposed is $872,473 and is a fair and reasonable fee for the scope of services described. The hourly billing rates are also within industry standard. The services

for this project will be billed monthly, including a description of the work completed for the billing cycle as well as a detailed hourly billing breakdown for each invoice.

ENVIRONMENTAL

An environmental determination is not required for the project at this time. The recommended consultant services include an environmental assessment that will determine the appropriate environmental document and clearance that is required for this project. Recommendations for approval of the environmental document(s) will be included in future City Council actions, as deemed appropriate.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will execute the agreement and coordinate the design of the project with the selected engineering consultant.

ATTACHMENT(S):

A. Attachment A – Request for Proposals (RFP No. 21-27)
B. Attachment B – NCM Engineering Corp Proposal
C. Attachment C – Professional Service Agreement No. 3891

ATTACHMENT A

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS (RFP)

GARFIELD AVE & VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES RFP No. 21-27

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: **February 11, 2021 at 5:00 PM**

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

City of Montebello
Request for Qualifications

GARFIELD AVE & VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES RFP No. 21-27

The City of Montebello (City) is seeking proposals from highly qualified consultants to provide engineering design and related services for the Garfield Ave & Via Campo Bus Turnout Lane project.

A. INTRODUCTION

The project proposes roadway widening of Garfield Avenue at the southwest corner of the intersection with Via Campo. The purpose of the widening is to provide a safe turnout lane for buses (Montebello Bus Line 30) that currently stop in the traffic lane and contribute to traffic congestion for southbound Garfield Avenue. The basic layout is shown graphically in Figures 1 through 7. The project shall also assess the effects of the SR-60 eastbound off ramp for Garfield Avenue and any need to modify the right turn lane onto southbound Garfield Avenue as well as the interaction with the proposed bus turnout lane.

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

Figure 1: Aerial (Existing Condition)

Figure 2: Aerial (Proposed Condition)

Figure 3: Street View (Existing Condition)

Figure 4: Street View (Proposed Condition)

Figure 5: Street View (Proposed Condition)

Figure 6: Street View (Existing Condition)

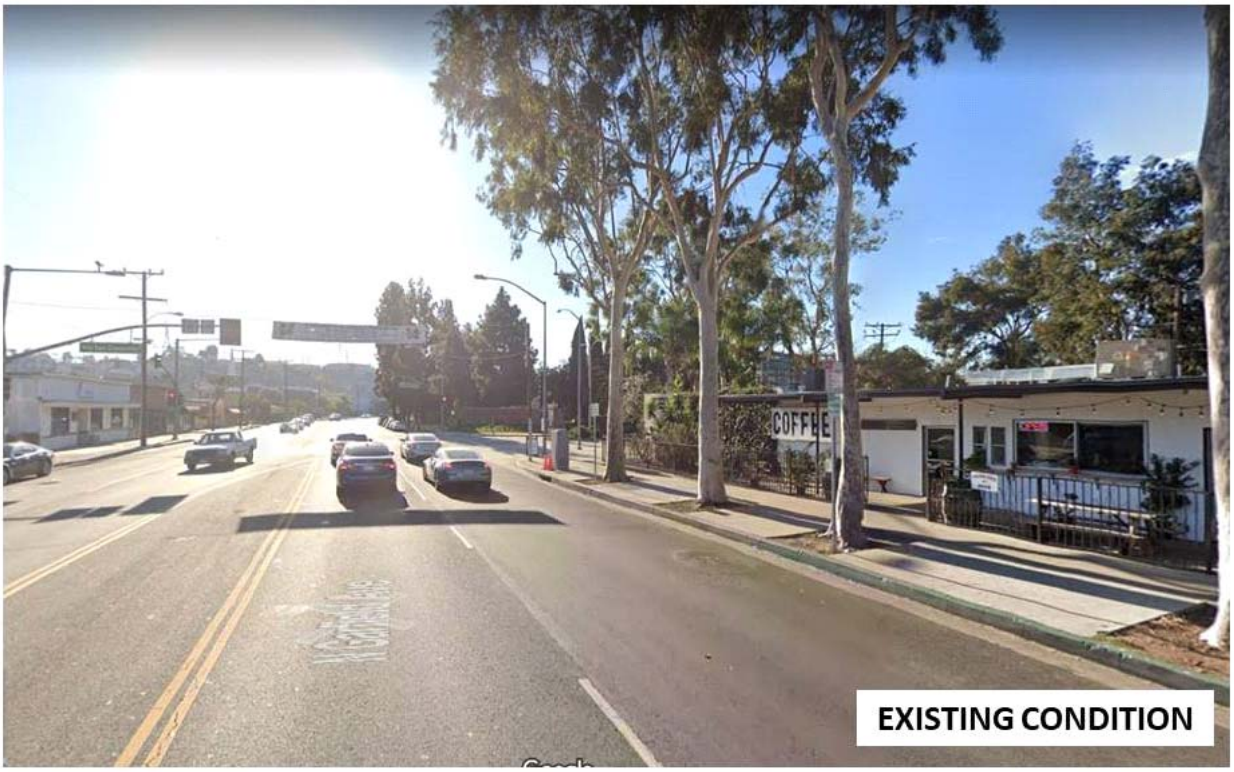


Figure 7: Street View (Existing Condition)

B. SCOPE OF SERVICES

The scope of services anticipated for this project may include, but are not limited to:

Project Management and Coordination

1. The consultant shall be responsible for providing all project management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.

2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc.

3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

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

Deliverables:

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

Preliminary Design

1. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.

2. The consultant shall conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, obtain title reports for adjacent properties as required, and include survey by a licensed surveyor of all property lines and easements for anticipated right-of-way and easement acquisitions. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.

3. Consultant shall complete all necessary engineering studies to support the design of the proposed project.

4. Consultant shall prepare a minimum of two (2) conceptual designs for the alignment and geometry of the proposed roadway widening, identifying all necessary right-of-way and temporary construction easement acquisitions.

Deliverables:

- Utility coordination letters and responses
- Survey data in AutoCAD format
- Two (2) hard copies of all engineering studies and associated electronic files
- Three (3) full sized prints of conceptual design layouts and associated AutoCAD files

Design

1. The consultant shall produce 65%, 95%, and 100% PS&E submittal packages for City review of the selected alternative.

2. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.

3. The plans shall be drawn using the latest version of AutoCAD.

4. Specifications shall be written in Greenbook format. The City will provide boiler plates for general provisions. The consultant will be responsible for producing all special provisions and technical specifications in the appropriate format.

5. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities in support of the Engineer's Estimate.

Deliverables:

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

Environmental Compliance and Permitting / Right-of-Way Acquisition

1. The consultant shall be responsible for determining all environmental permits and clearances required to deliver the project. Based on the assessment, the consultant shall prepare, submit and obtain all required permits and environmental

review documentation required by Federal, State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.

2. The consultant shall be responsible for determining all jurisdictional permits and approvals necessary for the construction of the project and prepare all required permit applications and related documents for processing by the City.

3. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) document, if applicable, and any associated technical studies required to clear the project for construction.

4. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.

5. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.

6. If applicable, the consultant shall coordinate and manage the environmental document approval process, including all public review and hearings required.

7. Consultant shall provide full real property services required to acquire the right-of-way and temporary easements necessary to construct the proposed improvements, including tenant relocation services, if necessary.

Deliverables:

- Preliminary and final permit applications for submittal by the City
- Preliminary and final CEQA documentation for processing by the City
- Documents related to right-of-way and temporary easement acquisitions
- Attendance and presentation at related meetings/hearings

Final Bid Phase and Bid Phase Support

1. The consultant shall attend the pre-bid meeting (if deemed necessary by the City) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.

2. The consultant shall review construction bids received and make recommendations to the City for award of construction contract.

Deliverables:

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

Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, as directed by the City Engineer, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates.

2. The consultant shall review and approve the construction schedule and traffic control plans, as needed.

3. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.

4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions.

5. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and/or change in character.

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

6. The consultant shall assist the City in preparation of contract change orders, including time impact and independent cost analysis, as necessary.

7. The consultant shall assist in verifying monthly billed quantities and progress payments to the contractor.

8. The consultant shall participate in the final walk though of the constructed project and assist in the preparation of "punch list" items in need of work.

9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

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

C. PROPOSAL REQUIREMENTS

The proposal must be concise, well organized, and demonstrate the qualifications and experience, related to the types of professional services described herein, of your firm's

team. The proposal shall be printed on 8.5" x 11" pages and include resumes and all other information necessary to describe the experience and capabilities of the firm. It must include the following:

I. Cover Letter **(maximum of two pages)**: Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your firm is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.

II. Qualification and Experience **(maximum of 30 pages)**: The proposed staff shall have experience managing and/or working on, as applicable, public infrastructure improvement projects in similar assignments, including experience in dealing with public agencies and the general public. It is highly desirable that the key project team members have experience serving public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single point of contact and responsible party representing the City, under the direction of City staff. Qualifications and experience to be shown in the proposal shall include, but not be limited to, the following:

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

III. Scope of Work **(maximum 5 pages)**: The Consultant shall include in its proposal a detailed scope of work and understanding of the services to be provided in compliance with all applicable rules, regulations, standards, and requirements. Consultant shall highlight recommended services that are not specifically described in this RFP.

IV. Other Documents

- Signed statement by a principal of the company certifying that the firm has an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31
- **Sealed Fee Proposal -** Submit two copies of a Fee Proposal, including all positions expected to provide services during the term of the contract. This Fee Proposal shall be enclosed in a separate sealed envelope clearly marked as **"City of Montebello Garfield Ave – Via Campo Bus Turnout Lane Engineering Design Services – RFP No. 21-27 – Fee Proposal."**

  The Fee Proposal must include fee and manhour estimates broken down to detailed tasks, and identify all key employees and/or classifications to be billed as well as overhead and other multipliers as specified in Caltrans LAPM Exhibit 10-H1.

D. SELECTION PROCESS AND CRITERIA

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

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

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

   - Responsiveness to Request for Statement of Qualifications — breadth and depth of response; overall quality, responsiveness and completeness. (20 points)

   - Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)

   - Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (20 points)

   - Understanding and Approach. Availability and ability of firm to provide the services. (10 points)

- The professional reputation of the firm, and satisfaction of current and/or prior clients. (10 points)

- Experience in Public Contract Procedures, Requirements, Laws, and Construction Claims (10 Points).

- Direct experience by project staff on LA Metro-funded projects (10 Points).

3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.

4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Professional Services Agreement is included in Enclosure 1.

E. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.

2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.

4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

F. FILING DEADLINE

Proposals must be sealed and clearly state on the outside of the package or envelope **"City of Montebello Garfield Ave – Via Campo Bus Turnout Lane Engineering Design Services – RFP No. 21-27."** Submit four (4) hard copies before 5:00 PM pst on February 11, 2021. The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

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

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

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

G. TENTATIVE TIMELINE:

January 21, 2021	Release of RFP
February 11, 2021	Deadline for Submission of Proposals
February 18, 2021	Interviews (If necessary)
March 10, 2021	Anticipated Award of Contract
March 15, 2021	Anticipated Commencement of Services

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

H. QUESTIONS

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

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

I. ENCLOSURES

1. Sample Professional Services Agreement

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND
_____

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation ("City") and _____, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires Engineering Design and Related Services for the Garfield Avenue & Via Campo Bus Turnout Lane project.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's [DATE], 2021 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule:" Such compensation rates as are set forth in the Consultant's [DATE], 2021fee proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date:" That certain date on which the Agreement is executed by both Parties following its approval by the City Council of the City of Montebello.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Section 22 below. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after two (2) years unless extended by the Parties in writing. Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the general geographical area of the City. Consultant shall prepare all work products required by this Agreement in a substantial, first class manner and shall conform to the standards of quality normally observed by a practitioner in Consultant's profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ ($_____) unless specifically approved in advance, in writing, by City.

6.2 Consultant shall submit to 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 during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality

of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("Written Products") developed by Consultant 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. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to 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 Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

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

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent

permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

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

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of 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 City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and 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 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.

16. INSURANCE

16.1 During the term of this Agreement, 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:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 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 ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant 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, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 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. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. 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.

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

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against

the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from

time to time, designate in writing).

If to City:

James Enriquez
Public Works Director/City Engineer
City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640
Facsimile: (323) XXX-XXXX

If to Consultant:

[ENTITY]

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to

do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. 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.

25.2 In executing this Agreement, each Party 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.

25.3 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.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in

any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or

unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

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

31. COUNTERPARTS

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 or email 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 or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

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

[*Signatures on the following page*]

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

"CITY" CITY OF MONTEBELLO	"CONSULTANT" _____
_____ Kimberly Ann Cobos-Cawthorne Mayor	_____
Dated: _____	Dated: _____
ATTEST:	**APPROVED AS TO FORM:**
_____ Christopher Jimenez, City Clerk	_____ Arnold M. Alvarez-Glasman, City Attorney

Exhibit A

Scope of Work

Exhibit B

Fee Schedule

NCM Engineering Corp
9850 Research Drive
Irvine, CA 92618
Tel: (949) 294-7358

ELECTRONIC PROPOSAL SUBMITTAL FOR

City of Montebello
Garfield Ave –Via Campo Bus Turnout Lane
Engineering Design Services
RFP No. 21-27

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

Tel: (323) 887-1462
E-mail: jenriquez@cityofmontebello.com

Thursday, February 18, 2021

TEMESCAL CANYON IMPROVEMENTS

PARAMOUNT BLVD MEDIAN IMPROVEMENT

BOULDER AVE IMPROVEMENTS

CAJALCO ROAD WIDENING, I-215
TO TEMESCAL CANYON ROAD

EL CAMINO REAL WIDENING

TECHNICAL PROPOSAL

Prepared For:

CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT

ENGINEERING DESIGN
SERVICES FOR

GARFIELD AVE & VIA CAMPO BUS TURNOUT LANE

RFP No. 21-27

FEBRUARY 18, 2021

Prepared by:

NCM

www.ncmcivil.com

9850 RESEARCH DRIVE • IRVINE, CA 92618 • 949.294.7358

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Cover Letter

Prepared by:

NCM

www.ncmcivil.com

Cover Letter

NCM Engineering Corp
www.ncmcivil.com

Thursday, February 18, 2021

Attn: James Enriquez, PE, Director of Public Works/ City Engineer
CIty of Montebello
Public Works Department
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-4640
E-mail: jenriquez@cityofmontebello.com

RE: Technical Proposal | RFP No. 21-27: Garfi eld Ave & Via Campo Bus Turnout Lane Engineering Design Services

Dear Mr. Enriquez and Members of Selection Committee,

NCM Engineering Corp (NCM), **A SOUTHERN CALIFORNIA FIRM** with offi ces in Riverside, Orange, and San Diego Counties, is privileged to submit our Technical Proposal the ***Garfiel d Ave & Via Campo Bus Turnout Lane Engineering Design Services (Project)***. Timely and successful delivery of this project is critical to meet City's commitments. With that in mind, we have assembled a team of highly qualifi ed and committed staff to support City's eff orts "to get this Project done". We are excited to present NCM and our group of talented subconsultants (**the NCM Team**) for the Project.

NCM fully understands the City's work proposal, as evidenced in our *Conceptual Design Alternatives* presentation in the *Project Understanding and Approach Section* of this Technical Proposal. We have assembled a very strong team of engineers and technical experts led by our **Project Manager, Mohan Char, PhD, PE**. Our team's previous roadway/ civil/freeway/bridge projects experience with many Southern California Counties (Los Angeles, Riverside, Orange, San Diego), Cities, Metropolitan Planning Organizations (LA METRO, RCTC, SBCTA, OCTA), and Caltrans (HQ, Districts 5, 6, 7, 8, 9, 10, 11 & 12), resource agencies, utilities, and as designers of many successful recent projects will prove invaluable to the City and the proposed project.

NCM meets and exceeds the characteristics established in the Selection Criteria

NCM is THE TEAM and is THE RIGHT CHOICE, because we offer the City the following distinct benefits:

- The right Project Manager in Mohan Char
- A highly-qualified team with substantial, recent relevant experience and relationships
- Innovative technical staff with proven local experience
- A successful track record of project delivery through hundreds of projects (all phases) delivered in Southern California
- Design innovations to reduce project costs and accelerate schedule.
- A strong understanding of City's requirements
- Thorough understanding of Caltrans, County, and all other relevant design standards, policies and procedures
- Extensive experience working with LA Metro funded projects.

Team-Oriented, Consensus-Building Project Manager

We propose Mohan Char, PhD, PE as Project Manager. Mohan is proactive, responsive, results-oriented, and fully committed. Mohan has successfully delivered a multitude of roadway and bridge projects in his career, with a majority here in Southern California. His close working relationships with local cities, counties, Caltrans, MPOs, and other local agencies provides:

- Extensive knowledge of your priorities, goals, and objectives.
- In-depth understanding of City, LA Metro, and Caltrans' requirements, approval process, procedures, design guidelines, and state/Federal regulations.
- Intimate knowledge and understanding of key stakeholders and local agencies.
- The right skill to manage task order delivery purchase orders with the capability to handle various types and sizes of projects.

"Mohan is gifted in is ability to analyzeproject delivery issues and effectively resolving them before they become impediments to schedule."

Mohan is a proactive Project Manager who has dedicated 26 years of his career to the planning, engineering, and design of large mul-disciplinary transportation projects. He is a highly regarded highway/roadway engineer in the State, with skills in consensus building, working with numerous public agencies to obtain approvals, and a vast knowledge of how to formulate collaborative efforts to keep a project moving forward to successful completion for all stakeholders involved. He brings tremendous value-added benefits from his recent relevant experience.

Technical Staff that is Innovative, Experienced, and Committed

We have hand-selected experienced professionals who not only understand the specific challenges within Orange County and the importance of your program, but also know how to work with County, Caltrans', and stakeholder staff. Each of our key staff averages more than 20 years of experience in their respective fields and bring lessons learned delivering transportation projects in Southern California.

Our key personnel — Mike Crull, *Edward Ng, Nick Haigh, Mark Stiller, Brian Calvert, Stephen Bise, Steve Hansen, Jack Packwood, Curt Scheying, Roy Guinaldo*, and others will provide leadership, project management, subject matter expertise, and design oversight. Our experience and established relationships will prove invaluable to the City and project and key to achieving timely project approvals.

The Breadth and Depth Of Our Technical Resources

NCM Team has a vast depth of resources located in Southern California area. In fact, the entire NCM team is based in either LA or neighboring Counties. This project will be managed and produced by Southern California staff with right and relevant experience in every potential aspect of this contract. This gives our team the ability to flexibly deliver all aspects of this project, regardless of timing.

NCM has delivered countless highway projects throughout Southern California covering every phase of work.

Track Record of Delivering Projects on Schedule and Budget

NCM has the knowledge, expertise, and capability to prepare and review project work plans, provide staff augmentation support if needed, lead/support any project development phase (such as Feasibility Studies, Alternatives Analysis (AA), Project Study Report-Project Development Support [PSR-PDS]; Preliminary Engineering Report (PER), Project Approval [PA]/Environmental Document [ED]; Plans, Specifi cations, and Estimate [PS&E]; and Technical Studies of roadway, civil, and bridge projects); and prepare discretionary grant applications for state and federal funds. NCM principals and key staff are recognized leaders delivering award winning engineering projects throughout California and have delivered projects for a wide spectrum of clients more than $2 billion in construction costs. We will leverage this signifi cant experience to assist City with the successful delivery of this Project.

Strong Relations with LA Metro (and other MPOs), Southern California Counties, Caltrans and Stakeholders

NCM has a strong history of delivering projects to Southern California local agencies. Our team members will leverage our unique insight and well-established long-term relationships to eff ectively coordinate delivery of this project. We have delivered hundreds of projects (all phases of design and product development) to Southern California Counties (Los Angeles, Orange, Riverside, San Diego), and Caltrans. Collectively, our team also has strong relations with various Cities and other stakeholders (utilities, resource agencies etc.) that will help us provide context-sensitive solutions that build consensus. If the City obtains Federal Funds at a later time, they are unique and bring their own set of challenges. The funds are administered through Caltrans Local Assistance and Headquarters, and therefore thorough understanding of Caltrans processes and how to align them with City's requirements is critical for successful and timely delivery. Our proposed Project Manager Mohan Char, brings knowledge and substantial depth of experience having managed and help deliver over a broad spectrum of federally funded projects for multiple agencies similar in complexity and characteristics of City's project.

NCM will serve as the prime consultant and Mohan will be your single point of contact responsible for all managerial, administrative, contractual, and technical matters on the potential assignments. We have the requisite senior and specialty staff , as well as depth of staff to enable us to expeditiously respond to the City's needs.

Proposal Contact: Mohan Char, PhD, PE, CEO/ Project Manager, 9850 Research Drive, Irvine, CA 92618
Tel: 949.546.0822, Cell: 949.294.7358, Fax: 951.459.3064, mohan.char@ncmcivil.com

SOQ Certifi cation: I, Mohan Char, as an offi cer of NCM Engineering Corp, certify under penalty of perjury under the laws of the State of California that all information contained in this SOQ is truthful, accurate and complete.

We look forward to the opportunity to work with the City of Montebello.

Sincerely,

On behalf of NCM,

Mohan Char, PhD, PE
CEO/Project Manager

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Organization and Technical Qualifications of the Team

Prepared by:

NCM

www.ncmcivil.com

Organization and Technical Qualifications of the Team

RFP Section Criteria Addressed in this Section

- *Responsiveness to Request for Statement of Qualifications.*
- *Identification of key staff, including major subconsultants.*
- *Demonstrate that the proposed staff has experience managing and/or working on, as applicable, public infrastructure improvements projects in similar assingnments, including experience dealing with public agencies and the general public.*
- *Demonstrate that key team members have experience serving public agencies in various capacities, are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.*
- *Demonstrate our team will provide turn-key services and will serve as the single point of contact and responsible party representing the City, under Direction of the City staff.*

High quality work – on time and within budget
Mohan has demonstrated time and again an effective ability to deliver innovative and cost-effective solutions for his clients. He not only meets but consistently exceeds his clients' expectations.

Firms do not deliver projects, people do.

By studying which staff would provide the City the greatest value, NCM assembled the firms which have the right people with the right knowledge, experience, and mindset to provide the capabilities the Engineering Design Services for Garfield Ave and Via Campo Bus Turnout Lane will demand.

Project Manager

Starting with our Project Manager, our goal is to provide the City with a person who has successfully lead abd managed a multitude of local street, major arterial, interchange and freeway projects, who understands how to navigate the City and stakeholder approval process and who is familiar with the latest City, County and Caltrans requirements. That person is **Mohan Char, PhD, PE** who has more than 26 years of experience leading multidisciplinary planning and design efforts throughout Southern California which have required significant coordination with Caltrans (Districts 7, 8, 11 and 12), Metropolitan Planning Organizations (LA Metro, RCTC, OCTA, SBCTA), counties (Riverside, San Bernardino, San Diego, Orange, Los Angeles), State and federal resource agencies and local cities. Having worked on major roadway and freeway projects in various Capacities, Mohan has developed a specialized expertise that allows him to quickly assess the complex issues that arise and deliver workable solutions. Most recently, Mohan served as Contract Manager for County of Riverside's two segments of Temescal Canyon Road Widening — Dawson Canyon and Dos Lagos and Grapefruit Boulevard Widening, and as Project Manager on Caltrans' 5th and 6th Street Barrier Rail Replacement and associated improvements, and as Project Manager City of Highland's Boulder Ave Roadway Improvements — all of which had several design elements very similar to City's project. In addition, all these projects had sunset dates on many of its funding sources which required design to be completed under a highly accelerated schedule. Mohan beat the funding deadlines and successfully took the projects to completion.

Mohan's approach emphasizes a cohesive team that works towards a common goal. Mohan's proactive style, flexible thinking, ability to build consensus and dedicated on to leading a unified team will be critical to helping the City effectively navigate any complex process and deliver all components of any project.

Mohan will manage project contracts, budgets, subconsultants, and design teams, and he will coordinate with stakeholders to build project consensus and keep the project on schedule and within budget. He will ensure the team remains agile and flexible to seamlessly integrate and accommodate the changing needs of the Projects as and when they happen.

Mohan is supported by veteran technical leaders and others who have worked as a team on many projects for Caltrans and local agencies over many years. Together we are confident that we can leverage our close, collaborative working relationships — both between our firms and with the City— to obtain the swift stakeholder approvals required for improving Garfield Ave and Via Campo Bus Turnout.

These technical leaders will serve as a fresh set of eyes on interconnected elements of the project. In effect, we are not starting from scratch on any aspect. We will instead build upon City's conceptual layout in the RFP and lessons learned, then leverage that background so we can efficiently consider innovative solutions or design enhancements to advance the project quickly.

Key Staff / Technical Leaders

Our key staff include the following technical leaders:

Mike Crull, PE, ***Roadway Lead***. Mike has spent most of his 39-year illustrious career working with transportation agencies on the design of transportation infrastructure and service improvements in various roles. Mike serves

NCM's transportation clients to provide infrastructure solutions from programming to final design and construction support. Specifically, this includes working with transportation agencies in Southern California to plan, secure funding, design and implement new or improved infrastructure. His approachable style, attention to detail and ability to think outside of the box has earned him a reputation for building stakeholder consensus, producing high-quality work and delivering creative solutions to complex challenges.

Edward Ng, PE, *QA/QC & Technical Advisor.* Ed has dedicated 42-years of his career to the planning, and design of roadway, highway, and transit related infrastructure projects. His expertise lies in multi-disciplined capacity improvement projects related to roadways, highways, transit facilities, drainage, water systems, minor structures, major utilities and environmental permitting. In addition, he has exceptional knowledge and experience in all areas of project development and delivery, team and stakeholder coordination, and trusting relationships with third parties. His solid background brings immense knowledge needed to any project to resolve complex challenges particularly considering the time and budgetary constraints the agencies face routinely.

Nick Haigh, PE, *Roadway Project Engineer.* Nick brings over 27 years of transportation and roadway geometrics experience, including extensive Caltrans design experience encompassing all facets of project delivery — planning and preliminary engineering to final design to bid & construction support. Over the years, he has served as the roadway lead on multitude of Caltrans On-Call Task Orders from Districts 6, 7, 9, 10, and 11 which have been successfully delivered. Recently, he has been serving in the role of technical lead on many of local agency roadway projects in Southern California.

Mark Stiller, PE, *Structures Lead.* Mark is an outstanding bridge engineer with stellar reputation with a wide spectrum of clientele. He is known for his innovative thinking and is always at the forefront of solving complex project challenges. He has successfully managed and delivered all facets of bridge and structure projects from conception to construction encompassing planning, preliminary engineering, final design, and construction support. He has unparalleled experience delivering Caltrans and local agency projects throughout Southern California.

Stephen Bise, PE, *Traffic Lead.* Stephen has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/striping, and planning for future development.

Our assembled team ensures the successful outcome of this project by providing the following:

- **Mohan Char, an experienced, dedicated, and available** project manager who has led several projects locally.
- Key personnel who have firsthand knowledge of local engineering and environmental requirements, a proven record of delivering numerous transportation projects involving multidisciplinary teams, and who will coordinate to develop the most suitable technical and cost-effective solutions.
- **Technical support staff that has in-depth experience** with various project development phases and the ability to respond quickly to the project needs.

Brian Calvert, *Environmental Lead.* Brian has over 26 years of experience preparing environmental documents and specializes in transportation projects has focused nearly exclusively on projects involving Caltrans and FHWA (prior to NEPA delegation) having worked on over forty transportation projects in his career. Brian has managed ICF's several environmental on-call contracts with Caltrans and local agencies, where he has proven his ability to deliver projects on schedule and within budget. Brian's broad experience managing the planning and environmental work for transportation projects gives him a comprehensive knowledge of all relevant resource areas.

Roy Guinaldo, *Right-of-Way Coordination Lead.* Roy's 30 years of experience and expertise lies in management of critical relocation paths for transportation and development projects. He has provided acquisition and relocation assistance ensuring compliance with applicable federal, state, and local guidelines. Roy has completed complex relocation cases for both commercial and residential owners/tenants. He has through understanding of the preparation and review of relocation claims/notices, property mapping and materials research, document preparation, escrow and title coordination, database, and records management.

Keith Hansen, PE, *QSD, QSP, Drainage/Water Quality Lead.* Keith as 23 years of civil engineering experience, all with O'Day Consultants, a DVBE fi rm, in the design and management of public works and CIP projects His practical engineering experience in the areas of street and highway design, site development, utilities, storm drain hydrology and hydraulics, and various construction methods. Keith has a proven track record of managing and delivering complex projects on time and within budget to various local agencies in Southern California. Keith has practical knowledge of Caltrans standards and procedures. As a Certified QSP/D, Keith prepares, oversees, and implements many Storm Water Pollution Prevention Plans (SWPPPs) on a wide variety of transportation projects.

Jack Packwood, QSD, CIH, *Hazardous Waste Lead.* Jack's 16 years of experience encompasses managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. Jack offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management.

Curt Scheyhing, PE, GE, *Geotechnical Lead.* Curt has more than 25 years of experience including project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports. He specializes in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain, and has prepared numerous geotechnical investigations and reports following Caltrans standards.

Availability

Availability of Key personnel

The NCM Team is committed to providing the City with a comprehensive team of well qualified staff that is experienced in all the necessary disciplines to deliver this project. All key team members are locally based, maintain ongoing relations with many stakeholders, and proven project delivery credentials. Our organizational structure mimics other successful programs and projects that we have delivered or are currently working on, such as San Diego and Riverside Counties' As-Needed Engineering Services Contract, Orange County's On-Call Architect Engineer (A-E) Services, Caltrans District 7 Multi-Phase Barrier Rail Replacement Services. These contracts encompass every phase of project delivery and include services very similar in nature to those being requested. Below is each key staff availability for this project (***Figure 1***).

Availability of key personnel is based on the average over the life of the contract, and each key person will be fully committed during the execution of their tasks and are shown in the organizational chart. We further guarantee that no person designated as key to the project will be removed or replaced without the prior written consent from County.

Organizational Chart

Key and other discipline leads proposed for this project have been carefully selected based on best expertise and relevant experience, as well as proven abilities to work together as an integrated team. **Our team is organized to deliver the right people at the right time.** Our resources are flexible, responsive, local, and comprised of highly respected firms and individuals. Our key personnel form the framework of the organization, and the additional staff represent further resources that are available for this project. The organizational chart also indicates the functional authority, lines of communications and responsibility of each position.

The organizational chart is presented on the next page in ***Figure 2- NCM Team Organizational Chart*.** Resumes of key personnel are provided in tabular format following the Organizational Chart.

Figure 1 - *Availability of Key Personnel*

KEY PERSONNEL	CURRENT COMMITMENT	AVAILABILITY AT THE TIME OF NTP
Mohan Char	50%	60%
Michael Crull	65%	55%
Edward Ng	15%	75%
Nick Haigh	60%	50%
Mark Stiller	40%	60%
Steve Bise	50%	70%

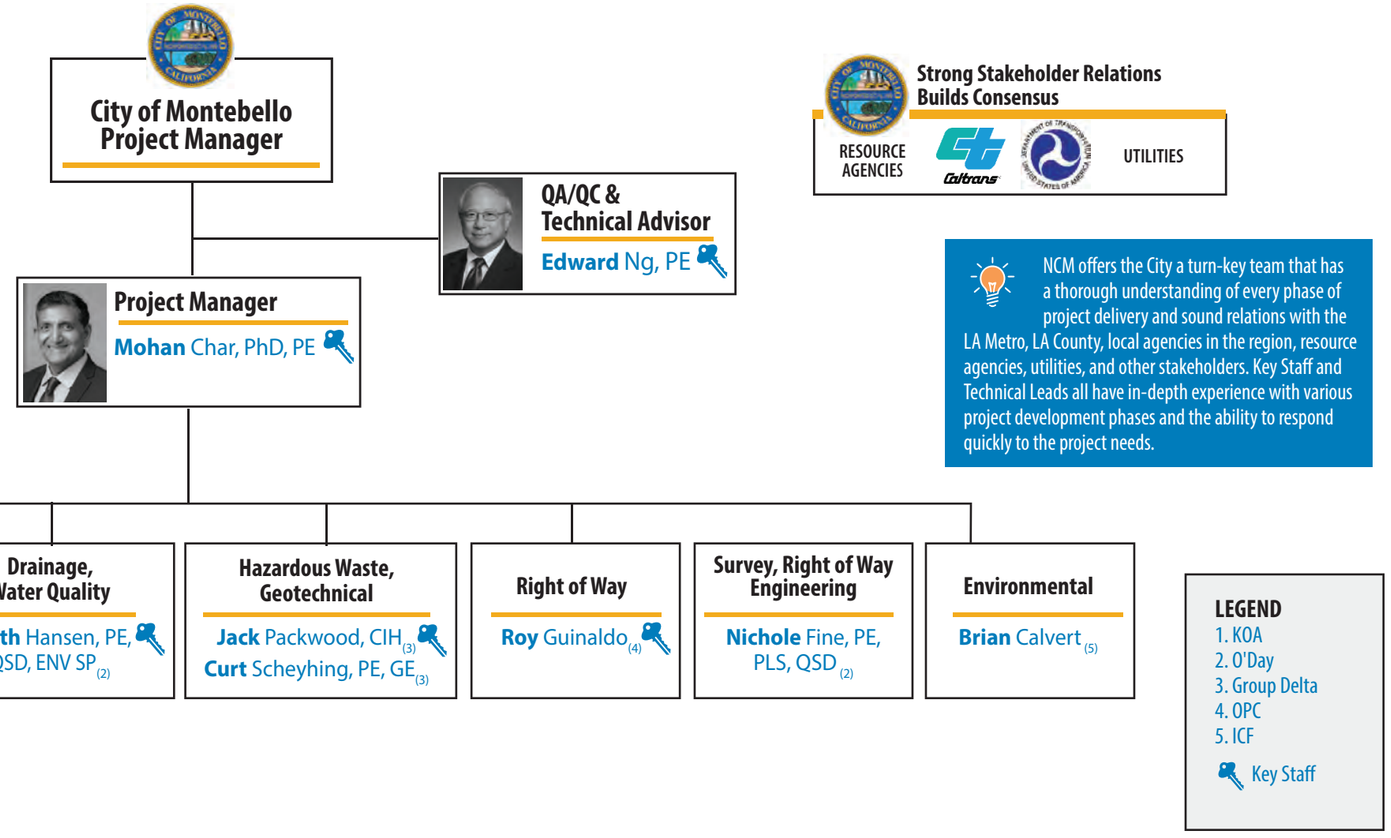
KEY PERSONNEL	CURRENT COMMITMENT	AVAILABILITY AT THE TIME OF NTP
Brian Calvert	50%	70%
Keith Hansen	50%	60%
Jack Packwood	60%	40%
Roy Guinaldo	65%	60%
Curt Scheyhing	70%	50%

Figure 2 - *NCM Team Organizational Chart*

The Right Leadership

NCM has assembled a top team of personnel with County, LA Metro and Caltrans District 7 experience to lead our assigned tasks. We selected our project manager, Mohan Char PhD, PE, based on his reputation for managing multitude of contracts (project specific, on-call contracts, design-build) while meeting quality, budget and schedule constraints.

After selecting Mohan to lead this contract, he identified a team he trusts to serve as task leads based on their skillsets and availability. This qualified, motivated team — as shown in the organization chart here— has previously worked together and demonstrated the capability and know-how to successfully deliver any project, regardless of size or complexity. Our key task leads have 40% to 75% availability depending on their level of discipline responsibility for this contract and will be supported by additional support staff providing flexibility to support multiple, concurrent tasks.



Ed Ng, PE
QA/QC & Technical Advisor

Value Added
Known for out of the box thinking and innovative designs to solve complex project challenges. His depth of experience, attention to detail, and proactive coordination efforts result in thorough, high-quality project documents that minimize change orders and help keep clients' construction projects on budget and on schedule.

Michael Crull, PE
Roadway Lead

Value Added
Mike manages and delivers innovative and sustainable projects involving highway, bridge, roadway and transit systems. He understands various engineering requirements and standards, and will bring this knowledge to City's Project. He has led multi-discipline teams for the development of PS&E for Caltrans, MPOs, RTAs, counties, and cities.

Nick Haigh, PE
Roadway

Value Added
Expert in the preparation of project initiation, approval, and design documents, including PSRs, project reports, and PS&E; and involved in document preparation, review coordination, QC, and client relations.

Mark Stiller, PE
Structures

Value Added
Expert in the preparation of project initiation, approval, and design documents, including PSRs, project reports, and PS&E; and involved in document preparation, review coordination, QC, and client relations.

Stephen Bise, PE (1)
Traffic Lead

Value Added
Contract and Task Manager for various on-calls with LA, Orange, and Riverside County's, including various stages and segments on the LA River Bikeway gap closure.
Recent experience managing a $20 million complete streets project along Foothill Boulevard in the City of Claremont. The design completely transformed one of the City's busiest arterials.

Keith Hansen, PE, QSD (2)
Drainage, Water Quality Lead

Value Added
Over 25 years of solid experience in design and management public works projects in Southern California.
Experience includes grading, drainage, and storm water quality design as well as dozens of miles of streets, including new construction, widening and realignment of existing streets, and green street design.

Jack Packwood, CIH (3)
Hazardous Waste Lead

Value Added
Managed all hazardous waste due diligence and site investigation for the I-10 Corridor project which included 33 miles of highway from Pomona to Redlands.
Served as Environmental Compliance Manager for the LACDPW Construction Division, and ensured that construction projects throughout Los Angeles County were designed and built in compliance with applicable environmental laws, regulations, and permits.

Curt Scheyhing, PE, GE (3)
Geotechnical Lead

Value Added
25+ years of unparalleled experience including project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports.

Roy Guinaldo (4)
Right of Way

Value Added
Superior knowledge of all facets of right of way acquisition services. Currently serving as lead Broker in the sales and disposition of surplus property associated with Riverside County Transportation Commission (RCTC) SR-91 Corridor Improvement Project.

Brian Calvert (5)
Environmental Lead

Value Added
25+ years of experience in planning, organizing, and directing the activities of a team of environmental planners working within multidisciplinary project development teams, and managing the State and Federal environmental compliance process for complex and controversial transportation projects.

Resumes, Qualifications, and Experience of Key Staff

The NCM Team is committed to providing the City with a comprehensive team of well qualified staff that is experienced in all the necessary disciplines to deliver this project. All key team members are locally based, are fully committed and available to support in the role and capacity for which they have been identified. Availability of key personnel is based on the average over the life of the contract. We further guarantee that no person designated as key to the project will be removed or replaced without the prior written consent from the City.

NCM commits Mohan and the key personnel for the duration of the projects, so as not to interfere with delivery of the project on schedule and within budget.

Mohan Char, Project Manager

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 26	CURRENT FIRM: 7	BS, MS, PhD	PE (CA 057894)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mohan has spent most of his 26-year career working with transportation agencies on the design of transportation infrastructure and service improvements in various roles. Mohan serves NCM's transportation clients to provide infrastructure solutions from programming to fi nal design and construction support. Specifically, this includes working with transportation agencies in Southern California to plan, secure funding, design and implement new or improved infrastructure. His approachable style, attention to detail and ability to think outside of the box has earned him a reputation for building stakeholder consensus and producing high-quality work Having worked on countless project specific and On-Call/As-Needed Contracts encompassing 100s of projects in various capacities, Mohan has developed a specialized expertise that allows him to quickly assess the complex issues that arise and deliver creative solutions. His representative projects include: *As-Needed Engineering Services for FHWA Funded Projects (County of San Diego), On-Call Engineering and Environmental Services (County of Riverside), Boulder Ave Improvement (City of Highland), Multi-Phase Project Specific Services (Caltrans District 7)*.

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Michael Crull, Roadway Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 39	CURRENT FIRM: 3	BS, MS	PE (CA #34522)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mike has more than 39 years of experience leading multi-disciplinary planning and design efforts throughout Southern California and has worked on more than 30 interchanges and over100 miles of major roadway and freeway extensions. Mike has successfully managed and delivered local street, major arterial, interchange, and freeway projects that have required significant coordination with Caltrans (Districts 7, 8, 11 and 12), Metropolitan Planning Organizations (LA Metro, RCTC, OCTA, SBCTA), counties (Riverside, San Bernardino, San Diego, Orange, Los Angeles), state and federal resource agencies and local cities. Many of his projects have been recognized for engineering excellence and innovation by ASCE, APWA, ACEC, and the FHWA. His experience spans all types of project delivery methods including design-bid-build, design sequencing and design-build. Most recently, Mike was the engineering manager for recently completed Riverside County's Temescal Canyon Road Widening – Dawson Canyon and Dos Lagos.

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Edward Ng, QA/QC, Technical Advisor

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 44	CURRENT FIRM: 7+	BS	PE (CA #46767)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Ed's professional civil engineering experience spans both government and private consultant engineering. His work experience includes the management and design of freeways, highways, roadways, transit facilities, drainage systems and water systems, as well as building and retaining wall structures. His tasks have included geometric layout production; report preparation (including project reports and project study reports); preliminary and final design; utility coordination; drainage design; structural design; surveying; right-of-way coordination; and preparation of plans, specifications and estimates. His experience comes from a variety of projects, including roadway improvements, new freeways, interchanges, freeway widening, and bridge projects. His representative projects include: Grapefruit Boulevard Pedestrian Improvement (County of Riverside), Fred Waring Drive Widening (County of Riverside), Magnolia Ave Grade Separation (County of Riverside), Monte Vista Ave Grade Separation (City of Montclair), Boulder Ave Improvement (City of Highland).

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Nick Haigh, Roadway

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 29	CURRENT FIRM: 3	BS	PE (CA #71673)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Nick has broad experience working on roadway improvement projects for Caltrans and local agencies in Southern California of all sizes and levels of complexity. He consistently designs project alternatives, geometric layouts and final plans which meet all the clients' objectives in terms of cost-effectiveness and constructability. He has experience with all phases of project delivery for Caltrans, from project study reports (PSRs) to project reports to PS&E submittals and finally to construction support services. Recently his innovative thinking provided design alternatives for ADA Curb ramps on an existing roadway in downtown Los Angeles that was constrained by steep existing roadway grades and underground utilities. His representative projects include: Sierra Ave Widening (City of Fontana), SR-52 Widening (Caltrans District 11), I-605/Valley Boulevard Interchange Improvement (LA Metro/Caltrans District 7).

Mark Stiller, Structures Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 14	CURRENT FIRM: 7	BS	PE (CA #75935)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mark brings overr 14 years of solid experience and is an outstanding lead bridge engineer with superior technical skills and is known for his innovative thinking and always at the forefront of solving complex project challenges. He has successfully managed and delivered all facets of bridge and structure projects from conception to construction encompassing planning, preliminary engineering, final design, and construction support. He has unparalleled experience delivering Caltrans and local agency projects throughout the Inland Empire (RCTD, RCTC, SBCTA, Highland, Montclair, San Bernardino, Fontana, Riverside, Corona, Rialto, and Moreno Valley) under jurisdiction of Caltrans District 8. He has built a successful track record of high profile of projects in the past few years -I-15 Express Lanes Design-Build, Monte Vista Ave Grade Separation, Union Station/Patsaouras Plaza Busway Bridge Design-Build where his design innovations contributed to significant cost and scehdule savings. He was the lead engineer responsible for updating 2010 Caltrans Standard Plans to 2015 and then to 2018 Standard Plans.

Stephen Bise, Traffic Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
KOA	TOTAL: 15	CURRENT FIRM: 14	BS	PE (CA #76775), TE (TBD)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Stephen Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/striping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Stephen's keys to success include clear, concise communication and diligent quality control.

Stephen is currently managing a team of consultants on a $20 million complete streets project along Foothill Boulevard in the City of Claremont. The design completely transformed one of the City's busiest arterials. He also has experience as Contract and Task Manager for various on-calls with LA, Orange, and Riverside County and has participated in various stages and segments on the LA River Bikeway gap closure.

Brian Calvert, Environmental Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 26	CURRENT FIRM: 16	BA, MEP	NA

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Brian has extensive experience preparing environmental documents and specializes in transportation projects involving Caltrans, having worked on over forty transportation projects in his career involving Caltrans and FHWA (prior to NEPA delegation). Brian has managed ICF's environmental on-call contract with Caltrans District 8, RCTD and RCTC, where he has proven his ability to deliver projects on schedule and within budget. The environmental documents and reports he has prepared to meet federal (NEPA) and state (CEQA) regulations require the interpretation and analysis of environmental, social and cultural data, and the presentation of this information in a clear and concise manner that conforms to established regulations and legislation. His representative projects include: Grapefruit Boulevard Pedestrian Improvement (County of Riverside); Gilman Springs Road Improvement (County of Riverside); Hamner Ave Bridge (Replacement) (County of Riverside), Mission Boulevard Bridge (Replacement) (County of Riverside), Cajalco Road Widening (County of Riverside).

Keith Hansen, Drainage, Water Quality Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
O'DAY CONSULTANTS	TOTAL: 23	CURRENT FIRM: 23	BS	PE (CA #60223), QSD/QSP (CASQA #181)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Keith has 23 years of experience in the design and management of public capital improvement projects from conceptual planning through design and implementation, including publicly owned electric utilities, freeway interchanges, grade separations, and large scale developments.

Over the course of his distinguished career, Keith has developed strong relationships with project stakeholders. He is highly skilled at negotiating to provide for utility relocations, acquire necessary right-of-way, and secure funding agreements. He has developed proven strategies to overcome the complexities that frequently occur in a project with utility relocation, permitting, and construction aspects. Additionally, he brings extensive experience in grading, drainage, erosion control, Low Impact Development (LID), and street improvement plans. His project experience profile includes: Aviara Parkway Widening (City of Carlsbad), Melrose Drive Widening (City of Carlsbad), 43rd Street & Logan Ave (City of San Diego), 43rd Street and Orange Ave (City of San Diego), Grand Ave Improvements (City of San Marcos).

Roy Guinaldo, Right of Way

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
OPC	TOTAL: 33	CURRENT FIRM: 19	Real Estate	Real Estate Broker (CA#00986344)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Ray has over 30 years of real estate experience and is knowledgeable of municipal and governmental procedures and regulations relating to property acquisition (full- and part-takes) and excess land dispositions. He is responsible for both residential and commercial acquisitions in public and private sector client acquisition projects and is knowledgeable of the relocation procedures for both residential owners and tenants. He provides training to OPC staff and is bi-lingual (English/Spanish). His recent representative projects include:I-10 Express Lanes Design-Build Project (SBCTA), SR-91 Corridor Improvement Project (RCTC), and Pedestrian Gap Closure Improvements (City of Lanacaster).

Jack Packwood, CIH Hazardous Waste Lead	FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
	Group Delta	TOTAL: **16**	CURRENT FIRM: **8**	BS, MS, MS	CIH, CPESC, REA II

QUALIFICATIONS AND EXPERIENCE SUMMARY

Jack is experienced in managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. He offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management. He is well versed in the field of industrial hygiene, including the anticipation, recognition, evaluation, and control of environmental and occupational exposures and hazards. He has experience in water quality including NPDES compliance, stormwater compliance related to industrial or construction activities, groundwater and surface water quality monitoring, and wetlands management. he also has extensive field experience including construction site environmental management; sampling of soil, soil vapor, groundwater, surface water, and stormwater; drilling; and managing numerous dig and haul remediation projects. His recent projects include SR-91 Westbound Improvement LA Metro/Caltrans District 7), Cajalco Road Widening (Riverside County), and SR-91 Corridor Improvement Project (RCTC).

PROJECT KEY ELEMENTS	COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
	✓	✓	✓	✓	✓	✓

Curt Scheyhing, PE, GE, Geotechnical Lead	FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
	Group Delta	**TOTAL: 25**	**CURRENT FIRM: 25**	BS	PE (CA #59216), GE (CA #2766)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Curt brings in over 25 years of solid geotechncial engineering experience encompassing major site investigations and testing, seismic hazard and earthquake retrofit evaluations, and foundation design for transportation infrastructure projects.
He specializes in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain ranging from liquefaction prone hydraulic fills to alluvial sites to soft and hard rock sites, and has prepared numerous geotechnical investigations and reports following Caltrans standards. Design experience includes static and seismic stability of soil and rock slopes, shallow and deep foundations for bridges and retaining walls, earth retaining systems (cast-in-place, MSE, soil nail, soldier pile, and ground anchor), sound walls, settlement analysis for foundations and earth fills, lightweight fills, liquefaction evaluation, ground improvement including surcharge and stone columns, and pavements.

PROJECT KEY ELEMENTS	COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
	✓	✓	✓	✓	✓	✓

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Firm Information and Similar Project Experience

Prepared by:

NCM

www.ncmcivil.com

Firm Information and Similar Project Experience

RFP Selection Criteria Addressed in this Section

- *Responsiveness to Request for Statement of Qualifications.*
- *Relevant Experience and Expertise for the services.*
- *Organization and Technical Qualifications of the Team.*
- *QA/QC procedures*
- *Document Controls*

NCM offers what is critical to success including the necessary resources, local County experience, proven technical approach and extensive stakeholder expertise.

Timely and successful completion of the scope of work requires a strong project manager, qualified technical resources, in-depth knowledge, thorough understanding approval processes, and strong relations with Stakeholders. NCM offers the necessary resources, LA Metro experience, proven technical approach, and extensive County, Caltrans and stakeholder expertise that are critical to the successful delivery of this project.

Proven Team with Technical Expertise & Regional Experience

Founded in 2012, NCM Engineering —an engineering, technical, and professional services firm—is a California and LA Metro Certified SBE corporation that serves Caltrans, metropolitan planning organizations, rail authorities, transit districts, transportation joint power authorities, railroads, counties, cities and private developers. Our founding Principals are recognized industry leaders and have been involved in planning, engineering, environmentally clearing and producing plans, specifications and estimates for highway/roadway and bridge projects in California. With multiple offices throughout California, NCM is well-positioned to serve it's clients' needs promptly, efficiently and cost-effectively. A selection of NCM's and NCM key staff's similar projects are included in ***Figure 3***.

NCM and its key staff bring in an unprecedented level of direct Southern California project experience, spanning more than a decade. A selection of NCM Team's similar projects is included in ***Figure 4***.

We have a substantial resume of successfully completing all facets of roadway projects, with similar size and complexity that are technical requirements of the Garfield & Via Campo Bus Turnout Lane project.

NCM Services Offered

- Project Development
- Planning
- Funding and Programming Support
- PAED, PS&E
- Bridges, Retaining Walls, Specialty Structures
- Roadway, Freeways, Highways, Express Ways Sidewalk, Bikeways
- Arterial, Local, Collector Streets
- Civil, Drainage, Landscaping
- Project Management
- Technical Services

Year Founded: 2012
Form of the Organization: Corporation
Offices: Five (5) offices - Irvine (Headquarters), Corona, San Diego, Fresno, and Sacramento
Number of Employees: 34

Listed below are NCM's and/or NCM key staff representative relevant on-call (roadway/civil/highway/bridge) current and past experience in Central and Southern California.

- *OCPW | Qualified Vendor List for A-E - Road, Bridge and Traffic Engineering Services (2017-Present)*
- *OC Planning and Development | Plan Check Services (2014-Present)*
- *OCPW | As-Needed Project Management and Engineering Services (2017-2018)*
- *San Diego County | As Needed Engineering Project Management and Land Surveying (2020-Present)*
- *San Diego County | As Needed Engineering Services for FHWA Funded Projects (2015-Present)*
- *RCTD | Roadway/Highway Engineering On-Call Services Contract (2019-Present)*
- *RCTD | Engineering and Environmental On-Call Services Contract (2015-2019)*
- *Kern County | On-Call Roadway and Bridge Engineering Services (2013-2020)*
- *Caltrans District 7 | Multi-Phase Project Specific Services (2018-Present)*
- *Caltrans District 59(HQ) | On-Call Professional and Technical Corporate Product Development (2013-2019)*
- *Caltrans District 5,6,9,10 | On-Call Highway Design, Project Development & Construction Services (2016-Present)*

NCM is supported by five key subconsultants. NCM has partnered with subconsultants that have in-depth involvement on a multitude of on-call and project specific contracts with various local agencies. The NCM Team has the strategic advantage of pooled institutional knowledge and seemless partnering, which translates to a clear head start and results in cost and schedule savings.

Founded in 1987, ***KOA*** is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. Their staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors and have provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA's proven experience and comprehensive list of services has resulting in current and long-term on-call planning and engineering design contracts with several Orange County cities and with the Orange County Transportation Agency (OCTA). They have extensive knowledge of standards and specifications such as the *California Manual on Uniform Traffic Control Devices, Highway Design Manual, Highway Capacity, and Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications*. They also have knowledge and experience in preparing Caltrans Encroachment permits, PEER and Fact sheets and participates in the development and review of California MUTCD updates.

KOA Services Offered

- Traffic Circulation Studies
- Transportation Management Plans
- Transit and Access Improvement Plans
- Traffic Survey, Collision Data Analysis
- Road Safety Audits and Systemic Safety Analysis
- Traffic Calming
- Traffic Signals, Signal Timing, Signal and Left-Turn Warrants
- Traffic Management Systems
- Traffic Signal System Inventory
- Worksite Traffic Control Plan
- HAWK Singnals
- Rectangular Rapid-Flashing Beacons at crosswalks
- Signing and Striping Design
- Intelligent Transportation Systems
- Street Lighting
- Street Improvemetns
- ADA Compliance
- Active Transportation Planning
- Parking Analysis and Management Measures
- Roundabout Design

Year Founded: 1987
Form of the Organization: Corporation
Offices: Six (6) offices in Southern California
Number of Employees: 114

KOA has been working with NCM since 2015. The most recent project was for the City of Simi Valley's Arroyo Simi Greenway and Bike Trail project, which KOA managed. The project included a bridge over a waterway, for which NCM provided structural engineering services.

Group Delta Consultants, Inc. (Group Delta) has more than 34 years of experience in providing geotechnical and environmental engineering, instrumentation, materials testing and inspection, and construction support services for agencies and cities throughout California. They have provided geotechnical and environmental engineering, instrumentation, materials testing and inspection, and construction support services for more than 30 years.

A majority of Group Delta's services involve public works projects, including roads, pavements, storm drains, sewers, water transmission and storage facilities, wastewater facilities, schools, public buildings, bridges, airfields, port facilities, landslides and emergency response/forensic projects. Group Delta's professionals have also performed geotechnical investigations and environmental services for numerous projects for surrounding municipalities with similar geotechnical conditions. Group Delta has established a record of completing projects on schedule and within budget for major clients in the public sector including LA Metro, City of Newport Beach, City of Irvine, City of Garden Grove, City of Huntington Beach, City of Santa Monica, MTA, Caltrans, OCTA, SANBAG, RCTC, and other local cities/agencies. Therefore, we understand their requirements pertaining to geotechnical and environmental services and have established excellent working relationships.

Group Delta Services Offered

- Geotechnical Engineering
- Environmental Engineering
- Inspection and Testing
- Laboratory Testing*
- Geotechnical Instrumentation
- Hazardous Materials/Industrial

Year Founded: 1986
Form of the Organization: Corporation
Offices: Five (5) offices - Anaheim, Irvine (Headquarters), Torrance, Ontario, San Diego
Number of Employees: 110

*Group Delta has in-house geotechnical soils testing laboratory facilities to conduct a variety of tests on soils and other building materials. Our laboratories are equipped with state-of-the-art equipment to perform tests in accordance with the American Society of Testing and Materials (ASTM) and other applicable standards. Our laboratories are certified by Caltrans, AASHTO, and the City of Los Angeles.

Group Delta has a history of successful collaboration with NCM and will provide seemless team integration. Group Delta is currently providing similar services as a subconsultant to NCM on the RCTD Roadway/Highway Engineering On-Call Services.

O'Day Consultants, Inc. (OC) is a DVBE/SBE firm founded and has been providing professional civil engineering and land surveying services in Southern California for over 39 years. They have successfully worked with local municipalities, state agencies, private developers, general contractors, architects, and other consulting firms on numerous transportation and land development projects. O'Day has extensive experience in drainage design, water quality, utility coordination, and utilities/wet utilities design and will work seemlessly with NCM to provide a proactive, hands-on, and personalized approach to any task.

O'Day Services Offered

- Civil Engineering
- Drainage Studies
- Water Quality
- Utility Coordination
- Utilities/Wet Utilities Design
- Survey/Mapping
- Land Development
- Street Improvements
- Sewer/water and Storm Water
- Planning

Year Founded: 1981
Form of the Organization: Corporation
Offices: Offices - Carlsbad, California
Number of Employees: 26

O'Day is subconsultant to NCM 's As Needed Engineering Project Management and Land Surveying with San Diego County and the QVL for Road, Bridge, and Traffic Engineering Services with OCPW.

Overland, Pacific & Cutler (OPC). For the past 41 years, OPC has routinely performed right of way services throughout Southern California within the requirements of locally, state, and federally-funded projects. OPC's right of way and utility team is well-versed in projects administered under the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), and other federal guidelines, policies, and procedures.

OPC provides all disciplines associated with right of way acquisition, including right of way data sheets and utility coordination. OPC is the preeminent right of way services firm in California focusing exclusively on public projects. OPC is particularly skilled in transportation projects using rules and procedures adopted by Caltrans. Their right of way expertise and collaboration with Caltrans makes OPC a preferred provider of services to Caltrans and the regional transportation agencies that rely on federal funding authorizations or routinely work on the state highway system.

OPC has been a critical team member on numerous LA Metro-funded projects, including *Whittier Intersection Improvements, Westbound SR-91-Alondra to Shoemaker Improvement, I-405 Improvement Project PA&ED from El Segundo to Artesia,* and *City of Pico Rivera SR-91, I-605, I-405 Hot Spots.*

OPC Services Offered

- Right of way program and project management
- Right of way acquisition,
- Utility coordination
- Real estate appraisal
- Relocation planning and implementation
- Property management
- Right of way engineering services

Year Founded: 1997
Form of the Organization: S Corporation
Offices: Five (5) offices - Sacramento (Headquarters), Pasadena, San Diego, Walnut Creek, and Fresno.
Number of Employees: 120

OPC's recent experience directly for the City of Montebello includes their on-call contract for relocation assistance, including relocation services for the Colegrove Habitat for Humanity project. Other projects in the City of Montebello include 6th Street Grand Project relocation services for the Cesar Chavez Foundation.

OPC's most recent project with NCM was Monte Vista Avenue Grade Separation successfully completed in 2019.

ICF Jones and Stokes, Inc. (ICF) is a long-term teaming partner with NCM and NCM staff on a multitude of projects in Southern California across a broad spectrum of clients. ICF is a leading professional services firm that provides consulting and implementation services addressing today's most complex environmental challenges.

ICF has collaborated with numerous transportation agencies, including Caltrans and LA Metro, to achieve their goals consistent with the requirements of complex environmental regulations. These requirements include the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA); Section 106 of the National Historic Preservation Act (NHPA); environmental justice; the Clean Water Act (CWA) Sections 401 and 404; U.S. Department of Transportation Act Sections 4(f) and 6(f); the Federal Endangered Species Act (ESA) and California ESA; the Migratory Bird Treaty Act; and the many federal executive orders, policies, and guidelines that regulate environmental review in California. ICF has successfully negotiated mitigation strategies and conditions of approval with pertinent regulatory agencies (e.g., U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife CCDFW), and Regional Water Quality Control Boards (RWQCB) to secure permits to allow projects to move forward to construction for a wide range of transportation projects.

ICF Services Offered

- CEQA and NEPA Documentation and Compliance
- Environmental Technical Studies
- Aesthetics/Visual Resources
- Community Impacts/Land Use andSocioeconomics
- Biology and Botany
- Cultural Resources, including Sections 106 and 4(f)
- Geology Soils/Hazardous Materials
- Hydrology and Water Quality
- Greenhouse Gases/Climate Change
- Air Quality /Noise/Vibration
- Public Services/Utilities/Traffic
- Climate Change/GHG Analysis
- Cultural Resource Studies
- Growth-Related Impact Analysis
- Community Impact Assessment
- Construction Monitoring and Reporting

Year Founded: 1969
Form of the Organization: Corporation
Offices: 60 Office locations Worldwide. Four offices in Southern California (Irvine, Corona, Los Angeles and San Diego).
Number of Employees: 7,000 full and part-time employees nation-wide. Between our four Southern California offices, more than 150 environmental professionals, with additional support from over 600 staff in the Environmental & Planning (E&P) Division.

ICF specializes in developing innovative program strategies that comprehensively address our clients' needs, sensitive resources, regulatory constraints, and environmental compliance. ICF has literally "written the book" on complying with environmental laws and regulations.

ICF's relationship with NCM and NCM key staff extends more than two decades.

The following table, ***Figure 3 - NCM Team Role and Relevant Project Experience*** highlights all of our subconsultant partners, providing an overview of their project roles, and their relevant project experience encompassing design elements similar to what is requested in this RFQ.

Detailed project description of specific NCM projects are shown in ***Figure 4 - NCM Team Relevant Project Examples*** on the next three page. These projects demonstrate successful project delivery on time and under budget and selected references are provided in Part 3: II. Additional Information.

NCM has successfully partnered with all of our proposed subconsultants. We have worked on several dozens of projects and task orders. Our in-depth involvement on a multitude of projects with various local agencies, including Orange County gives the NCM Team a strategic advantage of shared knowledge base and seemless partnering .

Figure 3. ***The NCM Team Role and Relevant Project Experience***

FIRM, FIRM STATUS & ROLE ON PROJECT	CLIENT NAME, PROJECT NAME (ROLE)
NCM Firm Status: SBE Role: Project Management and Coordination, Roadway Design, Civil Design, QA/QC, Utilities, Minor Structures	▸ OCPW | County of Orange Qualified Vendor List for Architect-Engineer (Prime) ▸ OCPW | County of Orange - As-Needed Project Management and Engineering Services (Prime) ▸ OC Development Services | Plan Check Services for OC Planning and Development (Subconsultant) ▸ RCTD | Roadway/Highway Engineering ON-CAll Services Contract (Prime) ▸ RCTD | Engineering and Environmental On-Call Services Contract (Prime) ▸ San Diego County | As-Needed Engineering Project Management and Land Surveying (Prime) ▸ San Diego County | As-Needed Engineering Services for FHWA Funded Projects (Prime) ▸ Caltrans District 7 | Multi-Phase Project Specific Services (Prime) ▸ Caltrans HQ (District 59) | Professional and Technical Product Development Services (Prime) ▸ RCTC/ Caltrans District 8 | I-15 Express Lanes Design-Build (Subconsultant) ▸ City of Montclair | Monte Vista Ave Grade Separation, (Prime)
KOA Role: Traffic Study, Traffic Engineering	▸ OCTA | On Call Traffic Engineering and Intelligent Transportation Systems Services (Prime) ▸ Los Angeles County Department of Public Works | Traffic Engineering On-Call Services (Prime) ▸ City of Pico Rivera | Paramount Boulevard Median Improvement Project (Prime)
Group Delta Firm Status: SBE Role: Geotechnical Engineering, Hazardous Materials	▸ RCTD | On-Call Roadway/Bridge Engienering, (Subconsultant) ▸ OCTA | I-405 (I-73 to I-605) Improvements, (Subconsultant) ▸ City of Garden Grove | On-Call Environmental Services, (Prime) ▸ LA Metro, I-604/Valley Boulevard Interchange Improvement (Subconsultant)
OPC Role: Right-of-Way Acquisitions, Utilities Coordination/Agreements	▸ LA Metro | I-605 Valley Boulevard Interchange Project (Subconsultant) ▸ RCTD | Temescal Canyon Road Widening (El Cerrito Segment) (Subconsultant) ▸ City of Montclair | Monte Vista Avenue Grade Separation (Subconsultant) ▸ City of Lancaster| IMeasure R Interchange Projects (Subconsultant)
O'Day Consultants Firm Status: SBE, DVBE Role: Drainage Studies, Water Quality, Survey, Utilities Potholing	▸ Irvine Ranch Water District | San Juaquin Reservoir Filtration Project ▸ City of San Diego | North City Water Reclamation Plant Expansion Project ▸ City of Carlsbad | EL Camino Readl Widening
ICF Role: Environmental	▸ RCTD | Roadway/Highway Engineering ON-CAll Services Contract (Subconsultant) ▸ RCTD | Engineering and Environmental On-Call Services Contract (Subconsultant) ▸ LA METRO | I-605/I-5 CIP (Subconsultant)

Figure 4. *NCM Team Relevant Project Examples*

Temescal Canyon Road Improvement – Dawson Canyon and Dos Lagos Segments

Client: County of Riverside
NCM Role: Prime Consultant
Key Personnel Involved: Mike Crull, Mohan Char, Edward Ng

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: This project became necessary to relieve congestion due to increase in regional traffic on I-15 freeway contributing to overflow of traffic on Temescal Canyon Corridor. The widening of Temescal Canyon Road from a rural two-lane road to a four-lane street will help provide relief for residents and improve response time for emergency service providers. The project consisted of two segments - The Dos Lagos Widening Segment - located from Leroy Road northerly 0.6 mile to Dos Lagos Drive, and The Dawson Canyon Widening Segment - located from Dawson Canyon Road to 0.7 mile north of Dawson Canyon Road.

POINTS OF RELEVANCE

- Environmental
- PAED and PS&E
- Roadway
- Hydrology and Hydraulics
- Drainage
- Specialty Structures and Walls
- Utilities
- Right-of-Way
- Wet Utilities Design
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Landscaping
- Public Outreach
- Geotechnical
- Hazardous Waste
- Surveying
- Bid & Construction Support

Reference: Cathy Wampler, PE, Engineering Project Manager, cwampler@rivco.org, 951.955.6803;

Grapefruit Boulevard/SR-111 and 4th Street Pedestrian and Roadway Improvement

Client: County of Riverside
NCM Role: Prime Consultant
Key Personnel Involved: Mohan Char, Edward Ng, Mark Stiller

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: This project provides residents from St. Anthony's Mobile Home Park and neighboring areas in the City of Mecca with a hard-surface, accessibility-compliant pedestrian route to downtown Mecca services as part of the State's Active Transportation Program (ATP) to promote active modes of transportation.

NCM was responsible for PS&E, environmental and bid& construction support. NCM was able to meet the major milestone of getting the plans through Caltrans and getting a permit in time for County to meet the CTC meeting agenda deadline for funding approval. The improvements consisted of:

- paved shoulder widening along SR-111
- concrete sidewalk along 4th Street
- traffic signal replacement
- box culvert widening
- replacement of existing concrete parapets

POINTS OF RELEVANCE

- Environmental
- PAED and PS&E
- Roadway
- Hydrology and Hydraulics
- Drainage
- Box Culvert
- Utilities
- Right-of-Way
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Public Outreach
- Geotechnical
- Hazardous Waste
- Railroad Coordination
- Caltrans Coordination
- Bid & Construction Support

Reference: Cathy Wampler, PE, Engineering Project Manager, cwampler@rivco.org, 951.955.6803

Monte Vista Ave Grade Separation

Client: City of Montclair
NCM Role: Prime Consultant
Key Personnel Involved: Mohan Char, Edward Ng, Mark Stiller

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: The City of Montclair (City) and SBCTA, in coordination with Caltrans D8, completed construction of a grade separation at Monte Vista Ave/Union Pacific Railroad (UPRR), an existing at-grade railroad crossing. To grade separate Monte Vista Ave and Union Pacific Railroad tracks, the roadway profile was raised significantly (at 7%) to clear the existing State Street, West State Street Storm Drain Channel and UPRR railroad tracks. This required improvements at the Brooks Street Intersection and approximately 200-ft of Brooks Street on either side of Monte Vista Ave was raised to join the elevated intersection. Street improvements to Monte Vista Ave and intersecting streets within the project limits included extensive utilities relocations, drainage improvements, pavement construction, retaining walls, curbs, gutters, sidewalks, hardscapes and landscaping. NCM was responsible for delivering all PS&E components and construction support of this schedule driven project. The project was completed in a record time of 9 months.

POINTS OF RELEVANCE

- Environmental
- PS&E
- Roadway
- Drainage
- Bridge and Non Standard Walls
- Box Culvert
- Utilities
- Wet Utility Design
- Right-of-Way
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Geotechnical
- Hazardous Waste
- Railroad Coordination
- Caltrans Coordination
- Landscaping
- Architectural Enhancements
- Bid & Construction Support

Reference: Noelle Castillo, PE, Public Works Director, ncastillo@cityofmontclair.org, 909.625.9441

Fifth St and Sixth St Barrier Rail Replacement (Multi-Phase CT D7 On-Call)

Client: Caltrans District 7 in City of Los Angeles
NCM Role: Prime Consultant
Key Personnel Involved: Mark Stiller, Mohan Char, Nick Haigh
Contract Value: $3 million
Task Order Value: varies
Status: Ready-To-List February 2021

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: Caltrans District 7, through their new Phase-Order on-call contract program, is proposing the replacement of bridge barriers on the Fifth and Sixth Street Overcrossings over SR 110 near downtown Los Angeles. Barriers will be upgraded to current AASHTO/MASH compliant safety barriers and sidewalks. NCM is implementing the latest in the Caltrans barrier retrofit design methodology to achieve AASHTO TL-2 performance goals on the bridge and adjacent retaining walls. In addition to barrier safety improvements on the bridges, seven ADA-compliant curb ramps will be constructed at existing intersections to increase pedestrian safety, access and circulation.

NCM, supported by a team of subconsultants, is/was responsible for delivery of the environmental documentation, project report, APS and Type Selection Report, drainage studies/SWDR, TMP, hazardous materials investigations and reporting, coordination with City of LA and utility stakeholders, bridge design and independent check calculations, road, traffic, electrical, signage and staging plans, specifications and estimates. NCM is current on-schedule and on-budget with this highly accelerated and challenging project.

POINTS OF RELEVANCE

- PAED and PS&E
- Barrier Retrofit Strategy Report
- Bridge Design
- Roadway Design
- ADA compliance
- Signage & Striping
- Construction Staging
- Signal Modification
- Street and Bridge Lighting
- Surveying

Agency Contact: Tin Dinh, PE | Project Manager, District 7 Program and Project Management | 213-897-0112 | tin.dinh@dot.ca.gov

Measure R Interchange Projects (Los Angeles County, CA)

Client: City of Lancaster
OPC Role: Sub Consultant
Key Personnel Involved: Roy Guinaldo
Contract Value: Varies
Status: Design - 2020-Present, Construction-NA

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: OPC providing real estate project management, appraisal coordination, acquisition and negotiation, and escrow coordination.

The City of Lancaster is improving five interchanges as a result of receiving SR 138 (SR 14) Measure R Highway 'Equity' Funds from Los Angeles METRO. The funds will be used to improve operational capacity at five interchanges and surrounding local streets, eliminating congestion, improving mobility between freeway and local streets, enhancing safety and improving way-finding.

Ave K Interchange Project: OPC is working with Kimley Horn to provide real estate services for the Ave K intersection. OPC is providing project management, real estate appraisal coordination, acquisition/negotiation, and escrow coordination for five parcels as a result in a road easement. Four parcels are commercial properties, including an office, restaurant, retail, and a service station. The oth-er property is a street dedication.

SR-138 (SR-14) Ave J Interchange/PS&E: The City is improving the intersection between Ave J and 22nd Street West as a part of SR 138/14 Interchange Project. Acting in subconsultant capacity, OPC is providing project management, appraisal coordination, acquisi-tion/negotiation, and escrow coordination for the full take/right of way acquisition of four (4) vacant parcels.

POINTS OF RELEVANCE

- Truck/Bus Turn Simulations
- SCE Coordination
- Reclaimed Water for Irrigation
- Pothole to determine conflicts
- Traffic Transitions to Parking Isle

Agency Contact: Mike Livingston | Sr. Construction Manager, Capital Program Division | City of Lancaster 661.723.6227 | mlivingston@cityoflancasterca.org

Paramount Boulevard Median Improvement Project

Client: City of Pico Rivera
KOA Role: Prime Consultant
Key Personnel Involved: Stephen Bise
Contract Value: $120,000
Status: Design and Construction Completed 2019

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: KOA provided civil and traffic engineering services for the Paramount Boulevard Median Improvement Project in the City of Pico Rivera. The improvements included median installation, pavement rehabilitation, curb ramp upgrades, guard rails, traffic signal modification, landscaping, irriga-tion, and signing/striping. The project also included the complete reconstruction of approximately 1,400 feet of Loch Lomond Drive directly adjacent to Paramount Boulevard to accommodate heavy truck traffic. The pro-ject was previously designed by another firm in March 2016; however, the design was protested by the local community due to parking removal and safety concerns at the intersection of Paramount Boulevard/Dunlop Crossing Road. KOA redesigned the improvements to address the public's concerns. KOA also provided funding administra-tion services to obtain the Caltrans E-76 "Authorization to Proceed" (a federal authorization of funds) for construction.

Won APWA BEST Project Award in 2018 in the category of Traffic, Mobility and Beautification.

POINTS OF RELEVANCE

- Measure R and Measure M Highway 'Equity' Funding Funds from LA METRO
- Improves Operational Capacity & Mobility at Interchanges
- Right Of Way & Real Estate Appraisal Coordination, Acquisition/Negotiation
- Impaction to Commercial Properties & Vacant Parcels

Agency Contact: Robert Delgadillo (formerly with City of Pico Rivera)| Director of Public Works, City of Azusa | 626.812.5248 | rdelgadillo@AzusaCa.Gov

I-605 Corridor Improvement Project

(Cities of Baldwin Park, El Monte, Industry, Pico Rivera, South El Monte, Whittier, Downey, Norwalk, Santa Fe Springs, and unincorporated areas in Los Angeles County)

Client: Caltrans District 7
ICF Role: Prime Consultant
Key Personnel Involved: Brian Calvert
Contract Value: $4.8 million
Status: 10/2015 - On Going

Project Description: ICF is leading the CEQA/NEPA environmental technical analysis and documentation for the I-605/I-5 portion of the I-605 CIP, with Parsons as the project and engineering design lead. The I-605 CIP is the combination of two individual projects, the I-605/I-5 and the I-605/I-60, combined into one project. The I-605 CIP will facilitate improvements in freeway operations, safety, mobility, and travel times through a widening of the freeway mainline and improve-ments to interchanges and confluence areas along the I-605 at I-105, I-5, SR-60 and I-10. The project will accom-modate a variety of roadway configurations, which may include the addition of general-purpose lanes, enhance-ment of HOV lanes, and/or implementation of Express or HOT lanes.

As a result of the combined projects, LA Metro and Caltrans determined the technical studies and environmental document would be combined in the PA&ED phase for the I-605/I-5 segment and the I-605/SR-60 segment. Faced with the unique challenge of merging two projects and two project teams to produce a single environmental document and a single set of technical studies, ICF facilitated the coordination and development of standards and protocol for combining the technical analysis and to track the project's integration and progress. The complexity of this I-605 CIP is associated with the improvements being proposed through a built-out urban area of Los Angeles County. Physical constraints, such as the San Gabriel River, utility corridors, and established residential areas will be challenges to developing a design solution that meets traffic needs and minimizes environmental impacts.

POINTS OF RELEVANCE:

CEQA/NEPA
Traffic, Noise and Vibration
Air Quality and GHG
Property Acquisition
Environmental Justice
EIR/EIS

Agency Contact: Ronald Kosinski | Caltrans, District 7 | 213-897-0703 | Rondald.kosinski@dot.ca.gov

El Camino Real Widening

Client: City of Carlsbad (Toll Brothers)
O'Day Role: Sub Consultant
Key Personnel Involved: Keith Hansen
Contract Value: $450,679
Status: 2011-2018
Project Description: O'Day provided civil engineering and land surveying professional services to widen and fully improved El Camino Real from Cannon Road to Tamarack Ave, which included multiple inter-sections along El Camino Real.

Improvements to El Camino Real involved the widening of southbound and northbound lanes, design of a left turn pocket island, landscaped center median, traffic signals, signing, and striping for the Cannon Road, Tamarack Ave, and West Ranch Road intersections. Also, our work included signal modification at Kelly Drive, Lisa Street, and Cannon Road, and drainage design, including water quality improvements and basins, located in the median and adjacent to the roadway. Additional right-of-way legal descriptions and plats. O'Day Coordinated with Pac Bell and SDG&E for relocation and protection of their facilities. They also coordinated with Kinder Morgan for protecting the existing fuel lines in El Camino Real construction support. O'Day staff was instrumental in managing all coordination efforts with Orange County Flood.

POINTS OF RELEVANCE:

Right of Way
Drainage
Roadway
Grading Plans
Earthwork Calculations
Storm Water Pollution Prevention Plan
Storm Water Quality Management Plan
Utility Coordination

Agency Contact: Kevin Brickley | Toll Brothers | 760.877.9885 | kbrickley@tollbrothers.com

METRO Union/Patsaouras Plaza Busway Station Improvements

Client: Los Angeles County Metropolitan Transportation Authority
NCM Role: Prime Consultant
Group Delta Role: Geotechnical
Key Personnel Involved: Mohan Char, Mark Stiller, Curt Scheyhing
Contract Value: $1.8 million
Status: Design and Construction Completed 2019

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description:
This $25 million design-build project with Metro consists of preparing a supplemental PSR/PR and the final design and construction of Metro's Union Station/Patsaouras Plaza Busway located in downtown Los Angeles. Key challenges include complex bridge widenings, relocation of the bus loading platform, new pedestrian circulation elements and the closure of vehicular traffic access between Union Station and Patsaouras Plaza.

NCM is the prime design consultant responsible for design management, coordination with Caltrans, coordination with utility owners to relocate their facilities, and civil, roadway, drainage, structural design, stage construction and traffic handling. NCM is responsible for oversight of subconsultants for architectural and mechanical design, geotechnical engineering and traffic engineering.

Group Delta was responsible for geotechnical engineering design on this project. Deliverables included Preliminary Foundation Reports for Type Selection, and Foundation Reports for final design. Caltrans and Metro design approval was obtained, and Group Delta provided geotechnical design support during project construction.

POINTS OF RELEVANCE:

Drainage
Bridge
Utilities
Traffic Supplement Project Report
Hazardous Waste
Bridge and Roadway PS&E
Storm Water Data Report
Drainage Report
Foundation Report
Utilities
Extensive Metro/Caltrans/County of LA/City of LA/Utilities Coordination

Agency Contact: Richard Hartzell, PE | Caltrans HQ OSFP | 916 227-8772 |richard.hartzell@dot.ca.gov

Document Controls

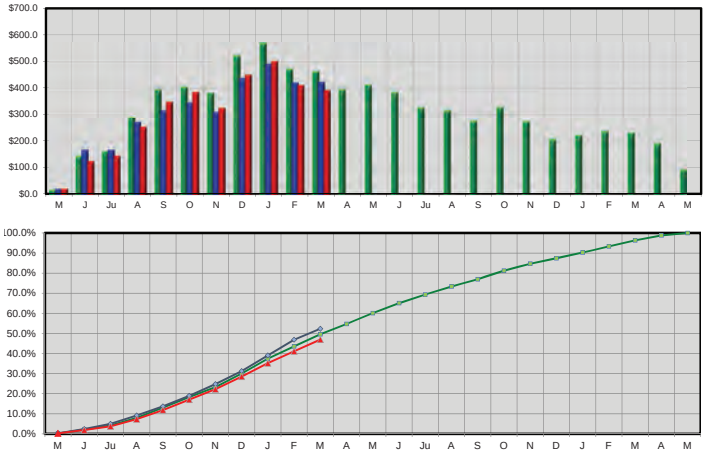
Management and Project Controls Capabilities

Project Management. NCM's process project management focuses on schedule and budget control. Budget control includes methods to monitor the cost performance of the project team based on the project scope and schedule, as well as resource loading based on staffing requirements. The key staff availability is shown in the organizational chart. Working from a project cost baseline using our earned value management system, we will provide monthly reports that have a structured financial analysis of project costs versus progress, budgets, forecasted spending, and cost modification evaluations. We will address variances with a correction plan that we will monitor and reviewed during project meetings.

In addition, every NCM project undergoes monthly project reviews that include the project manager, principal-in-charge, project controls and the company owners. These reviews help to confirm that the project is on schedule, actively assess whether necessary staffing is in place to meet scheduled deadlines, monitor and assess project budget status, and determine any special needs or issues that should be addressed.

City's Monthly Status Reporting. Mohan will provide the County's project manager with a monthly status report. The narrative portion of this report will include an executive summary, project management status, work accomplished during the reporting period, work to be completed during next reporting period, budget and schedule status, DBE participation to-date, and issues and concerns raised during the reporting period. Charts will be included that show the earned value and actual expenditures compared to the baseline plan. Our team is well prepared to provide monthly reporting in the format the City prefers. NCM fully understands the significance of the project controls to overall project success. ***Sample Earned Value Reporting Charts*** below, show the same format we are currently using on many of our other projects, reflecting the monthly expenditure chart and earned value S-Curve.

Figure 5. ***Sample Earned Value Reporting Charts***



Cost Control. NCM's cost control system provides for total cost control from task inception through completion. Cost reports provide detailed analysis to the Project Manager, and an overall summary of all functional task areas. The basic control document, and the WBS, is updated to reflect current task status and used to incorporate task data into the computerized control reports.

NCM's Project Manager tracks manpower and project costs using various tools that assist in tracking costs to maintain budget. During project setup, the Project Manager inputs direct labor and man-hour budgets for all disciplines and subconsultants. Using readily available and up-to-date reports and findings of the progress meetings, the Project Manager confirms that the project is within budget and on schedule. The results of these reports and our findings will be shared with the County in the monthly progress reports.

Schedule Control. NCM recognizes that schedule control is an essential element for successful execution of any assignment. Under Mohan's guidance, the development of schedule controls will be establishing from submittal and review dates, defining the sequence of task elements, assigning timely dates for exchanges of task data, updating the task schedule, and developing historical information for future use.

Mohan's background and extensive experience as Project Manager on similar contracts will ensure timely delivery of task orders on schedule and within budget.

Upon notice to proceed, NCM will review and analyze the baseline schedule for submittals for compliance with the City's scheduling requirements. Our review will verify the logical sequence of activities and that all subconsultant interfaces have been identified. Schedule progress will be monitored by comparing actual work performed against this baseline schedule and the results will be incorporated into overall summary reports. The City will be updated on schedule progress and notified of any issues relating to schedule impacts, as well as recovery procedures.

Document Control. A distinct advantage for the City is NCM's document control and management system. An efficient, accurate, and timely document control system is essential to successful task completion. All correspondence and submittals will pass through a common point. All project correspondence, drawings and other documentation will be kept current and accessible at a moment's notice. Appropriate procedures and controls will be implemented so reviews are performed in a timely and accurate manner.

NCM will develop and maintain a Master Open Item Log from the information provided at PDT meetings and other stakeholder meetings review. Open items will be tracked with the required response dates, and responsible parties with the most appropriate expertise to resolve the issue will be identified. This translates to seamless and timely dissemination of information with City staff resulting improved project efficiency, and cost/schedule saving.

Quality Assurance/Quality Control (QA/QC) Plan

NCM follows a defined procedure for reviewing/ checking all deliverables, from studies and reports to plans, specifications. NCM will perform work for this project in accordance with a project-specific quality assurance manual. Mohan will develop the QA/QC plan to verify that designs and documents meet standards for accuracy and completeness in accordance with County and NCM requirements. ***Figure 6, Quality Control Plan Components***, shows the key components and steps in the Quality Assurance/Quality Control Plan.

Independent Quality Assurance Audits. A comprehensive program of planned and systematic audits by an independent team within NCM will verify that the team has effectively developed, documented, and implemented all applicable elements of the design quality assurance manual in accordance with the specified requirements. Mohan will initiate this process at the beginning of all design activities and continue this verification through to each deliverable's completion.

Subconsultant QA/QC. NCM's QA/QC procedures extend to our subconsultants as well. Each subconsultant adopts applicable elements of our quality assurance and control program and is subject to the same quality assurance and control reviews. NCM will also provide oversight review of subconsultant produced documents and exhibits prior to milestone submittals.

NCM has the established well defined and honed project control procedures, that when coupled with NCM's management approach, will ensure the delivery of this project on-time and on-budget.

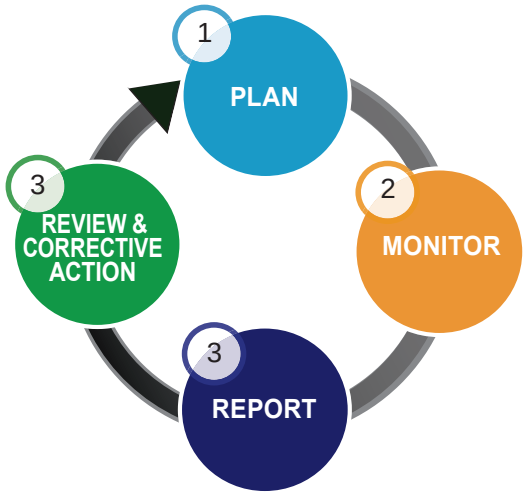


Figure 7. ***Project Lifecycle***

Response Procedures. An additional step that we will implement is a formal response procedure to comments received on the deliverables. NCM takes a proactive stance in addressing issues and comments as they arise, tracking them through resolution. This avoids the need for rehashing previous issues or the multi-cycle reviews and responses at each submittal milestone.

Figure 6. ***Quality Control Plan Components***

DISCIPLINE REVIEWS

Performed by:
- Technical Leaders

Goal:

To validate all components within a discipline, including:
- Calculations
- Conformance with standards
- Design Theory
- Studies/Reports
- Plans
- Specifications

INTERDISCIPLINE REVIEWS

Performed by:
- Project Managers
- Technical Leaders

Goal:

Provide consistency and to eliminate interferences among disciplines, including:
- Studies/Reports
- Plans
- Specifications
- Quantities
- Estimates

INDEPENDENT REVIEWS

Performed by:
- Technical Experts
- Constructability Teams

Goal:

Depending on project complexity, peer reviews by independent teams will be performed.

Constructability reviews target the following:
- Thoroughness and Completeness
- Staging and Traffic
- Schedule
- Reduce Claims Potential

QUALITY ASSURANCE

Performed by:
- Quality Manager

Goal:

Verify quality control process is in conformance with procedures prior to submission to client, including review of:
- Closeout of Comments
- Quality Control Documentation
- Checklists and Signatures
- Audits

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Project Understanding and Approach

Prepared by:

NCM

www.ncmcivil.com

Project Understanding and Approach

RFP Evaluation Criteria Addressed in this Section

- *Responsiveness to RFQ.*
- *Approach and Understanding of the Services to be Provided.*
- *Understanding of the Scope of Work .*

NCM Team brings unparalleled knowledge and "lessons learned" from past projects to successfully deliver the preliminary design, environmental compliance and permitting, right-of-way acquisition, the final design PS&E, and bid phase and construction phase support for The Garfield Ave & Via Campo Bus Turnout Lane Project.

Project Understanding

NCM's team has unsurpassed direct, first-hand knowledge and understanding of the Garfield Ave and Via Campo Bus Turnout Lane project. Our team has been heavily involved in multitude of projects spanning all phases of a transportation infrastructure project — Project Initiation Document (PID), Grant Writing, PSR-PDS, PEAR, PAED, PS&E, Bid and Construction Support, and project close-out. Construct in the corridor cities along I-605, I-5, SR-60 and SR-91 and bring unparalleled knowledge base for the benefit of City. In addition, NCM's team has undertaken a comprehensive review of the Garfield Ave and Via Campo Bus Turnout Lane Project including a review of all available data, and a geometric review and traffic data, and City furnished information. Additionally, we have developed some innovative design ideas tailored to the specific needs of this important City project.

With our team's unsurpassed project knowledge and understanding, coupled with our in-depth research and newly developed design solutions, NCM will provide more options and benefits for City and all stakeholders to create a successful project.

We understand requirements of stakeholders from past projects; we researched, obtained and reviewed relevant documents, as-built plans, assessor parcel maps and ownership records; and visited and photo-documented the site. Our comprehensive understanding of the Project is highlighted in the ***Design Issues and Constraints Summary*** presented in ***Figure 8***.

The Garfield Ave & Via Campo Bus Turnout Lane Project area is located at the north edge of the City adjacent to the SR-60/Pomona Freeway and the border with the City of Monterey Park. For Montebello residents, the Garfield Ave/Via Campo intersection is the primary gateway to/from SR-60. Both Garfield Ave and Via Campo are heavily traveled arterials. Garfield Ave south of Via Campo has one of the highest ADT in the city.

GARFIELD AVE & VIA CAMPO INTERSECTION
North edge of the City, adjacent to SR-60/Pomona Freeway

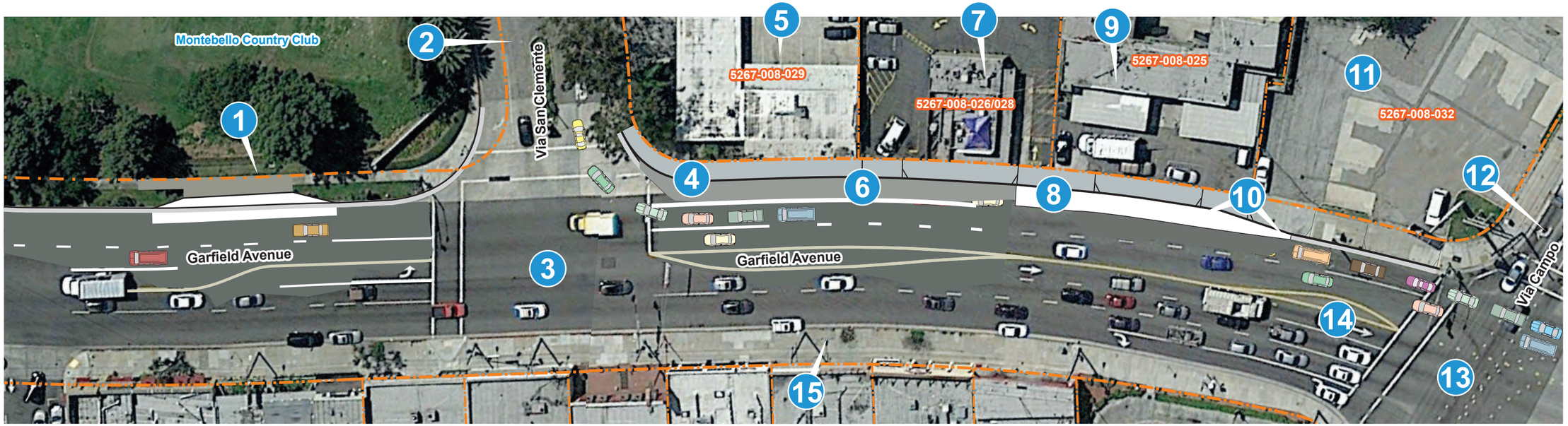
Garfield Ave is a principal arterial south of Via Campo that generally has five lanes (2 NB/2 SB/ 1 turn) with parking on both sides. Immediately south of Via Campo, it has six travel lanes (4 NB & 2 SB). The existing uses along Garfield Ave along the project area consists of small local businesses. The Montebello Country Club and several hospitality businesses are located at the south end of the project area. Although the Country Club originated primarily as a golf course, two hotels (Garden Inn and Home 2 Suites) have been added to the site in the recent decades most recently in 2018. The hotels and the Quiet Cannon conference center have generated additional traffic with Via San Clemente being the sole entrance for the site.

Via Campo west of Garfield is a one-way four-lane EB arterial that carries traffic from the Garfield Ave/SR-60 EB exit ramp, as well as traffic from Atlantic Ave. Via Campo in this segment is largely fronted by the south edge of the Montebello Country Club and the SR-60 freeway. East of Garfield Ave, Via Campo changes to a 5-lane arterial with two-way traffic. This part of Via Campo serves several shopping centers and provides access to EB SR-60.

MONTEBELLO COUNTRY CLUB FACILITIES
Venue for large events on a regular basis

The lane alignment north of Via Campo is constrained by the number of lanes and the lane alignment as it crosses under the SR-60/Garfield undercrossing. Beginning at Via Campo, where the SB outside is adjacent to the curb, the lanes transition away from curb for about 275 feet to where the shoulder is wide enough to accommodate

Figure 8. *Design Issues and Constraints Summary*



1 Clear space from curb line to golf course fence is about 25 feet (15 feet is within public R/W). A 5' sidewalk abuts the R/W. Several large trees are in the space between the curb and sidewalk. Space between back of sidewalk and fence is lawn grass.

2 Via San Clemente is the access to the Montebello Country Club site. In addition to the country club and golf course, the site also has the Home 2 Suites and Hilton Garden Inn hotels, and the Quiet Cannon event venue. Major events at these facilities can generate traffic that can back onto Garfield and impact traffic flow on Garfield.

3 The Garfield/Via San Clemente intersection is a signalized intersection. The signal is important during certain events at the site. The signal also provides for pedestrian crossing of Garfield Avenue.

4 Existing 15 ft. parkway between Via Campo & Via San Clemente. Several buildings abut back of sidewalk. Pedestrian walkway width is limited to 5' due to treewells (10' wide), utility guy anchors, and signal cabinets along parkway.

5 Site is occupied by Ground Up Coffee and law office. The parking lot for both are located in the back and accessed from Via San Clemente. Many coffee shop patrons often park along the street to grab a quick cup of coffee.

6 Short-term on-street parking is currently allowed along this area. The parking is convenient for patrons of J&S (Mexican fast food) and Ground Up Coffee. The on-street parking is particularly useful for patrons who drive larger work vehicles and find it difficult to access the narrow driveways and tight parking lots.

7 J&S (Mexican fast food) is a popular restaurant open 24 hours. The parking lot access driveways are narrow and are marked for one-way flow. Due to the limited space, turns are tight and the parking spaces are marked for standard size vehicles.

8 The four driveways serve six access openings to properties in this block. Two of the driveway openings are shared use by the adjoining properties. Several of the driveway locations are dictated by existing site improvements and internal circulation. Any new bus pullout layout must take into consideration accessibility and operation of these driveways.

9 Multi-family complex. The parking lot is laid out tightly with limited space for maneuvering of vehicles, particularly for those using the carport and garage adjacent to the building. A block wall along the R/W line provides separation from the adjacent bus stop. The two driveway openings are located just outside of the limits of the bus stop.

10 Much of the 10-foot wide concrete bus pad lies within the SB #2 lane on Garfield. The bus pad encroachment is not consequential unless a bus is at the bus pad to drop off or pick up passengers, which then blocks traffic in the #2 lane. Because of the proximity to Via Campo, the traffic queue can back up to Via Campo and block traffic flow on Via Campo.

11 Vacant site is a former gas station. The previous building structures have been demolished and removed. The site is currently marketed as a mixed use development. Redevelopment of the site will result in new driveway locations and configurations. Depending on the use, the driveways may have greater traffic volumes. The proximity of the access to the bus stop may affect the potential layout of a bus pullout.

12 Via Campo is a one way couplet with Pomona Blvd on the north side of SR-60 to provide local east-west circulation. With the two roads separated by the SR-60, they connected by a few undercrossings, including Garfield Ave. The EB freeway ramps for Findlay Ave and Garfield Ave feed onto Via Campo, and are heavily congested during rush hour traffic.

13 The Garfield & Via Campo is a signalized intersection. Traffic to/from the SR-60 is a major component of the traffic at this intersection.

14 SB traffic striping south of Via Campo is largely dictated by the SB traffic lane configuration at the SR-60/Garfield undercrossing. Hence, the right shoulder width is narrow.

15 There are no NB bus stops on Garfield between Via Campo and Via San Clemente. The next nearby bus stop is located about 350 south of Via San Clemente.

NORTH

0 25 50

1" = 50'

City of Montebello
Garfield Avenue & Via Campo Bus Turnout Lane
Design Issues and Constraints Summary

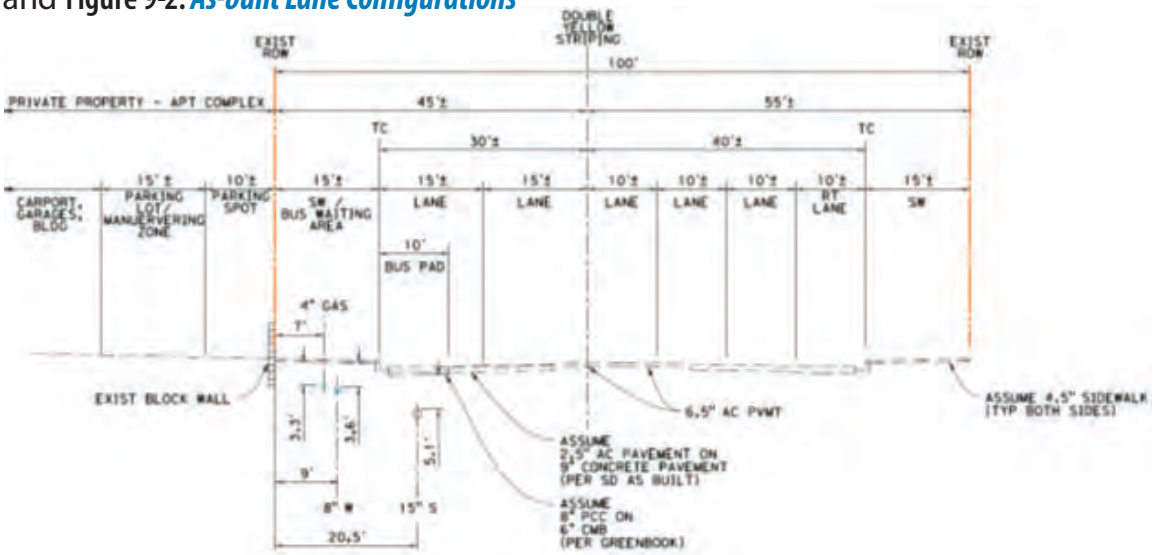
on-street parking. However, since the bus pad is only about 140 feet from Via Campo, the outside lane width ranges from 13' to 17' along the concrete bus pad. This width is not sufficient for traffic to go around the bus while it is stopped at the bus pad. The blockage by the parked bus easily causes traffic to back up to Via Campo and can result in gridlocking the Via Campo intersection. Additionally, when there are very large events at the Montebello Country Club facilities (i.e., Quiet Cannon, Home 2 Suites, and Garden Inn), the traffic on Via San Clemente may back up and impact traffic flow on Garfield. The ***as-built lane configurations*** are depicted in ***Figure 9-1*** and ***Figure 9-2***.

The Garfield Ave & Via Campo Bus Turnout Lane Project proposes to widen Garfield Ave to provide a bus pullout to alleviate traffic blockage caused by buses stopping within the traffic lanes. Also, the widening may accommodate a right turn lane to Via San Clemente. The proposed improvements will help to reduce impacts to the Garfield Ave traffic flow.

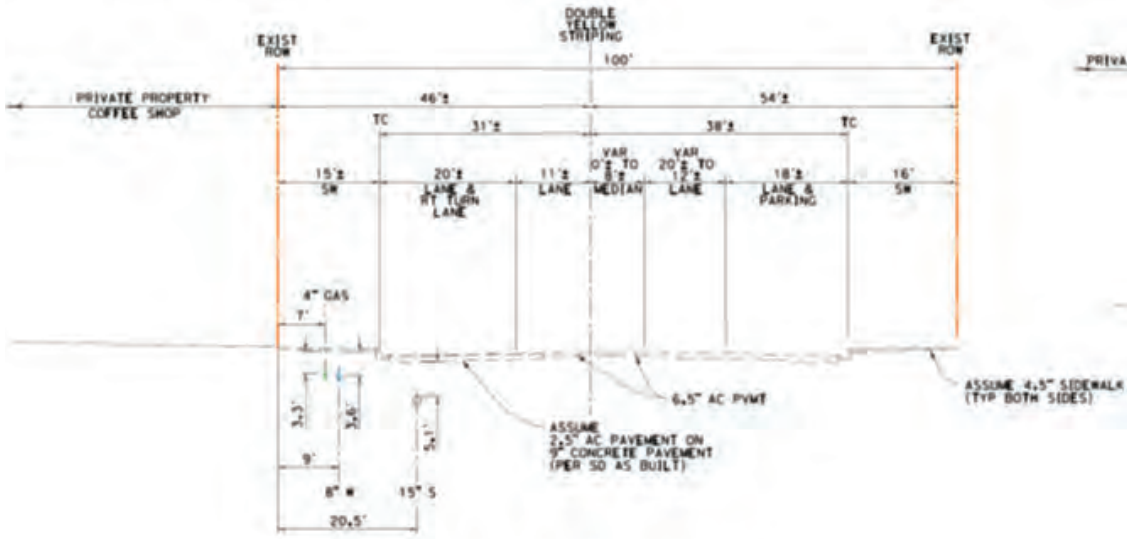
The sidewalk along the project area is 15 feet wide and provides an opportunity to accommodate the needed widening. However, the properties along the area have been well-established and there are many existing features that would need to be taken into consideration with this project. These include:

- Several properties have site improvements (buildings, block walls, customer service areas, fences and gates, and driveways) that abut the sidewalk. The abutting improvements limit expansion of the proposed

Figure 9-1 and **Figure 9-2.** ***As-built Lane Configurations***



LOCATION 1 - APT COMPLEX EXIST LAYOUT



LOCATION 2 - NORTH OF VSC INTERSECTION EXIST LAYOUT

improvements beyond the existing right-of-way. Grading transitions necessary to maintain access to these sites must be considered.

- Several large trees are located in the parkway near the curb. The large tree wells occupy about two-thirds of the parkway width.
- The on-street parking along the project area provides parking for patrons of the businesses on the west side of the street. While these businesses do have parking lots, the on-street parking provides convenient customer access for patrons of the fast food businesses, particularly those who drive larger work vehicles.
- Since the area is in an urbanized setting, there are numerous utilities features within the sidewalk area. These include signal cabinets, utility poles, traffic signals, streetlights, and bus stop facilities.
- Two of the businesses (Ground Up Coffee and J&S) are fast food restaurants with many walk-up customers. Additionally, J&S is open 24 hours. J&S is served by two driveways on Garfield Ave, while Ground Up Coffee's driveway access is off of Via San Clemente. A third business is a law office, adjoining Ground Up Coffee, with a door opening at the corner of Garfield Ave and Via San Clemente.

GROUND UP COFFEE

LAW OFFICE

Corner of Garfield and Via San Clemente

- A multi-family property is located adjacent to the existing bus stop. The property has a small parking lot fronting the street. Due to the limited space, the parking lot layout is very tight and has little room for maneuvering the vehicles in and out of the carports and garages.

MULTIFAMILY PROPERTY & PARKING LOT

Adjacent to existing bus stop

- The vacant property at the corner of Garfield Ave and Via Campo was a former gasoline station. The onsite improvements have been removed and the property is currently being marketed as a mixed-use development. The existing sidewalks still have the original sidewalks of the gas station. The new development on the site will likely have new driveway locations.

VACANT PROPERTY & FORMER GAS STATION

Corner of Garfield Ave and Via Campo

- There are four existing driveways in the project area. With two of the driveways being shared driveways, there are six access points served by these driveways. With the parcels being relatively small, the driveways are spaced relatively close.
- With J&S being a 24-hour operation, the multi-family site with residential uses, and the traffic patterns on Garfield, setting construction hours and traffic control will be a significant issue.
- Via Campo is a heavily traveled four-lane EB arterial with much of that being traffic coming off of the SR-60 Freeway ramps. About one third of the traffic will turn right at Garfield to go SB, while much of the remaining traffic will proceed east on Via Campo.

Below is a more detailed discussion of just a few of the key design issues for this segment.

Design Issues

Sidewalks. The existing sidewalk width is 15 feet. A minimum 6' width clear sidewalk width for pedestrians is desirable. Given the urbanized setting, additional space must be provided for features including traffic signal cabinets, power poles (sidewalk guy anchors), streetlights, and bus stop facilities. Since the sidewalks provide direct access to two businesses fronting the street and both have outdoor seating next to the sidewalk, grade transitions to the businesses are a critical element. An ADA accessible route must be provided to the properties, which may necessitate some off-site improvements at the businesses.

Bus Stop. In order for the bus stop to be completely clear of the traffic lane, it will be necessary to have the curbing at the bus stop be at least 21 feet (11' lane plus 10' bus pad) from the SB lane striping. The sidewalk at the bus stop must be wide enough to accommodate at least a bus bench and providing a 4' minimum ADA clearance. If the bus ridership warrants placing a bus shelter, then additional space may be needed to accommodate a shelter. The bus stop location is between the two driveways serving the multifamily property as well as the two adjacent parcels. The two driveways will be located within the entry and exit tapers

of the bus pullout. The bus stop and driveways will have to be laid out to avoid conflicts between the bus stop and the driveways. The widening for the bus stop will have to examine all of these issues to assess the bus stop operation and its feasibility.

The primary objective of the project is to provide a dedicated bus turnout and southbound right-turn lane on Garfield Ave at Via San Clemente. The proposed lane geometry will ultimately dictate the level of impacts to existing improvements and right-of-way. Based on City input, the preferred lane width is 11' for inside lanes and 12' for curb side lanes.

The NCM Team has developed two innovative design alternatives that implement enhancements to the schematics presented in the City's RFP. Both alternatives avoid full and partial right-of-way takes completely, and limits the right-of-way takes to mere temporary construction easements. In ***Alternative 1*** as presented in ***Figure 10*** and ***Figure 11*** the bus stop is maintained at the current location in front of the multi-family property. The 10' bus pad is shifted approximately 5-ft to the west where the City has 15-ft right-of-way. This shift to the west maintains existing lane configuration of the northbound as is.

NCM developed an out-of-the-box concept ***Alternative 2*** of moving the bus stop just to the south of Via San Clemente, as depicted in ***Figure 10 and Figure 12***. The significant benefit of this alternative is that it brings additional parking in front of existing businesses and allows efficient right turn movement from Via Campo to Garfield Ave. The comparison of right turn lane configuration between proposed and existing are shown in ***Figure 13***.

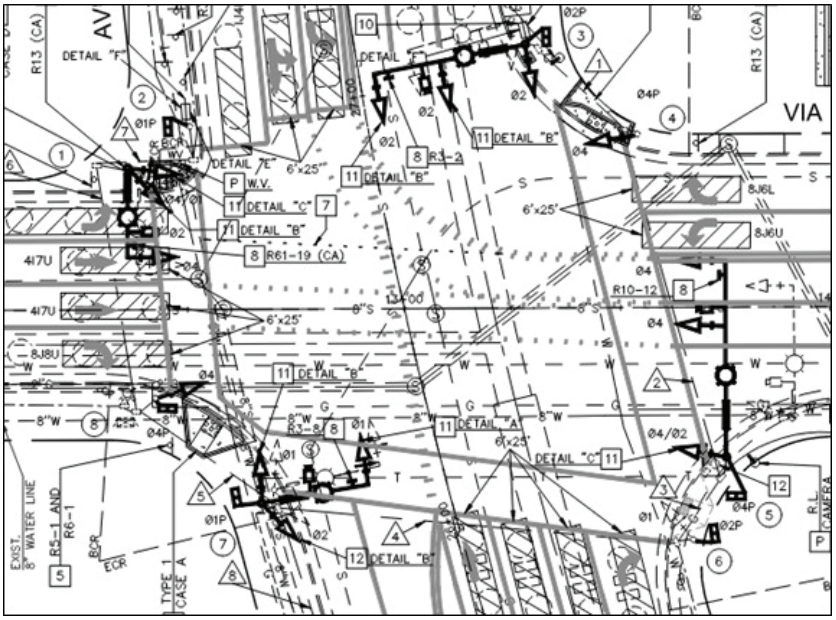
Multi-family Property Parking Lot. The multifamily property is located in the immediate area of the bus stop. There is a small parking lot, between the building and the sidewalk, where clearances for maneuvering of vehicles within the lot is very tight and any encroachment onto the property would have a significant impact on the accessibility and function of the parking lot. The alternatives should avoid getting additional R/W from this property if possible.

Traffic Studies. One aspect of the project is to assess the effects of the SR-60 eastbound off ramp for Garfield Ave and any need to modify the right turn lane onto southbound Garfield Ave as well as the interaction with the proposed bus turnout lane. The NCM Team will perform a level of service (LOS) analysis at the intersection of Garfield Ave and Via Campo to determine operation impact for modifying the eastbound right turn lane. The analysis will compare existing conditions with proposed conditions assuming a certain buildout year. Due to COVID-19, it is recommended that utilizing relevant traffic count data that has been collected within the last 2 years. If historic data is not available, NCM Team will collect traffic counts at this location and provide an approved growth factor for analysis purposes. A technical memorandum will be prepared discussing count/analysis methodology and LOS results.

Traffic Engineering. It should be noted that Garfield Ave is a truck route, which requires wider lanes and curb return radii to accommodate high truck traffic volume. The NCM Team will perform truck-turn simulations for various movements within the project envelope to assist is establishing the roadway geometry. In addition, the San Gabriel Valley Regional Active Transportation Plan (SGVRATP) identifies this segment of Garfield Ave at a Level of Traffic Stress (LTS) 4, which is the highest stress category for cyclist within a roadway. The SGVRATP also recommends installation of a Class II buffered bike lane along this segment as part of the Long-Term Tier 2 Bikeway Improvement (see table below). During the preliminary engineering design phase, feasibility of additional widening to accommodate the recommended bike facility for this project, or for future installation will be evaluated.

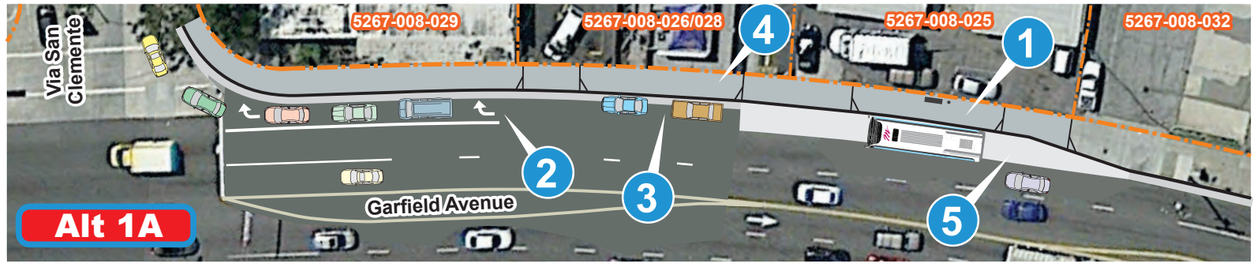
Another impact to consider is potential loss of parking, which can be a controversial topic. There are currently 4-5 unmarked parking spaced along the west side of Garfield Ave between Via Campo and Via San Clemente. Some available space may need to be removed to accommodate the new improvements. If the widening should plan for the Class II bike lane, an option could be to preclude the bike lane in the short-term to maintain parking if there is local and/or political resistance.

The NCM Team will also review ingress/egress circulation from adjacent land uses. The key will be to maintain visibility for vehicle exiting driveway onto the busy arterial



INTERSECTION OF GARFIELD AVE AND VIA CAMPO

Figure 10. *Design Alternatives*

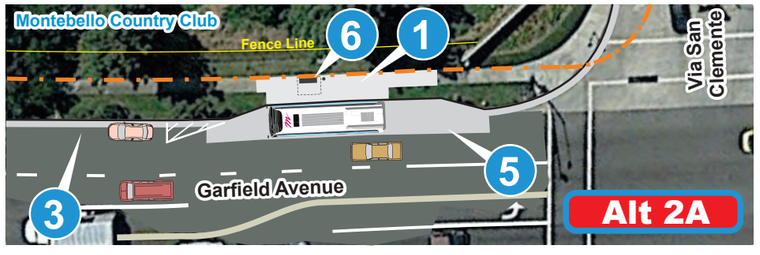


0 25 50

1" = 50'

Alternatives Overview

Alt 1 - Layout generally as per Proposal exhibit
Alt 1A - Similar to Alt 1, but includes some on street parking
Alt 2 - Bus stop moved to south of Via San Clemente
Alt 2A - Similar to Alt 2, but uses partial pullout to reduce R/W req't

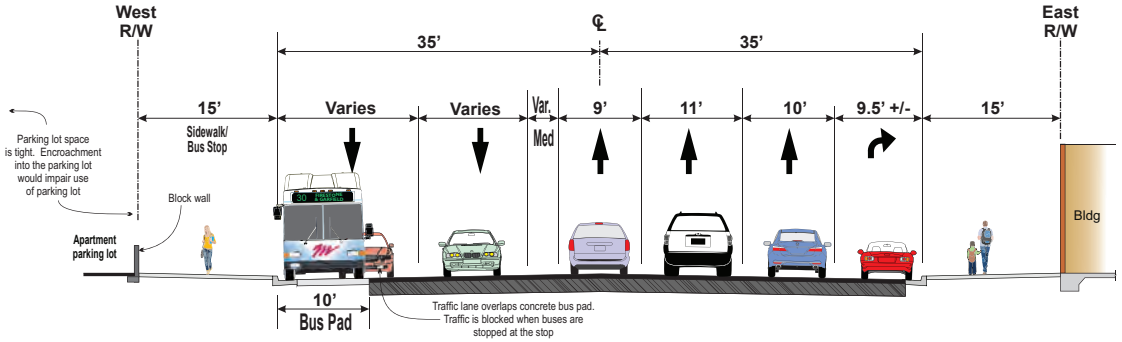


Notes

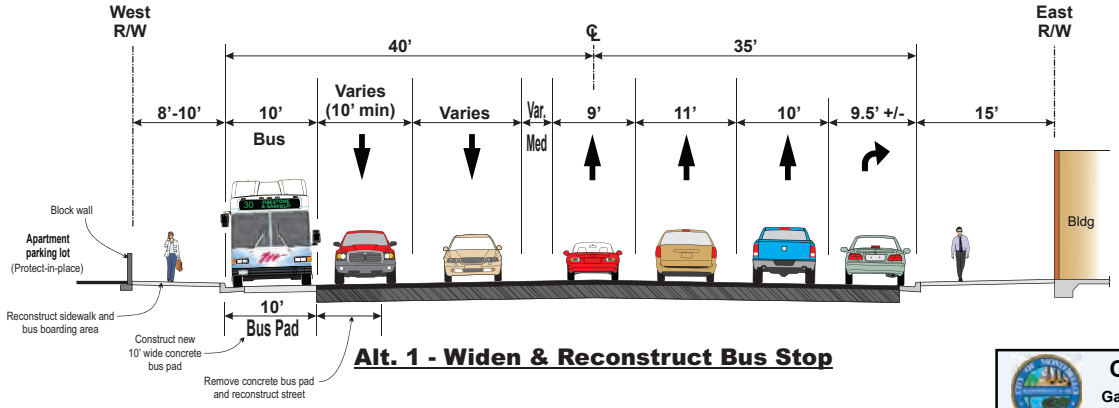
1. Bus Stop
2. Right Turn Lane
3. On-street Parking
4. Reconstruct Sidewalk to 10' Wide
5. Concrete Bus Pad
6. Bus Shelter
7. Right-of-Way Required

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Conceptual Alternatives

Figure 11. *Typical Sections - Design Alternative 1*



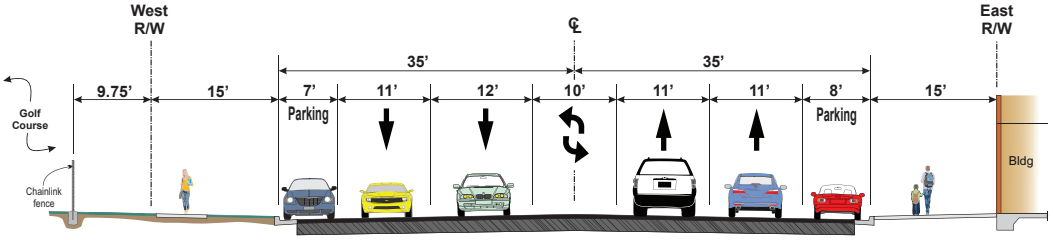
Existing Section at 150' South of Via Campo



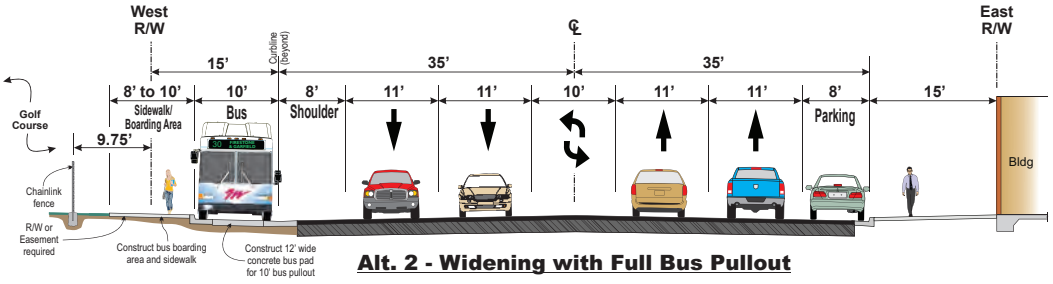
Alt. 1 - Widen & Reconstruct Bus Stop

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Alternative 1

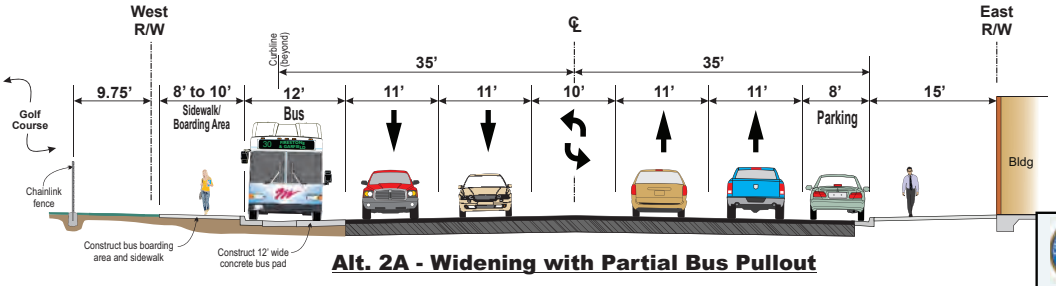
Figure 12. *Typical Sections - Design Alternatives 2 & 2A*



Existing Section at 125' South of Via San Clemente



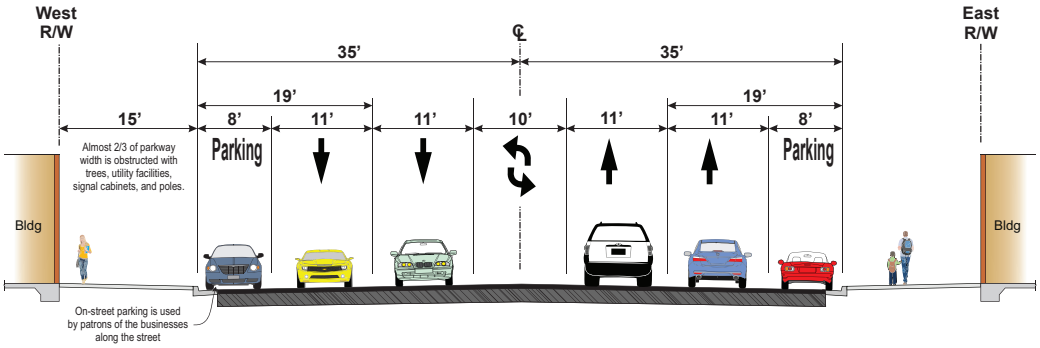
Alt. 2 - Widening with Full Bus Pullout



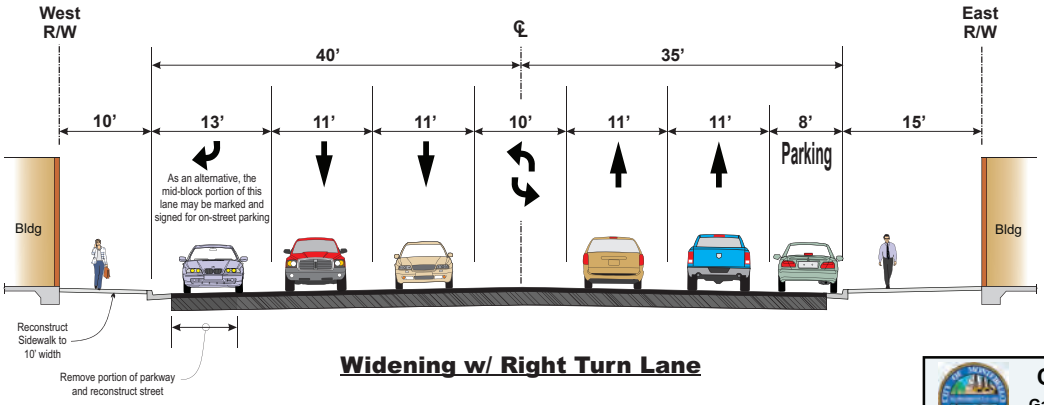
Alt. 2A - Widening with Partial Bus Pullout

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Alternatives 2 & 2A

Figure 13. *Right Turn Lane at Intersection of Intersection of Garfield Ave and Via San Clemente*



Existing Section at 100 feet North of Via San Clemente



Widening w/ Right Turn Lane

City of Montebello
Garfield Avenue & Via Campo Bus Turnout Lane
Garfield Ave with Right Turn Lane

Traffic Signal Relocation. The traffic signals may have to be relocated if there is any widening or reconstruction at the Via Campo or the Via San Clemente intersections. The signal cabinets for both of these signals appear to be located along the west curb line. At Via Campo, the affected signal poles include one mast arm signal pole and one pedestal signal pole. At Via San Clemente, the affected poles would two streetlight poles with signal heads mounted on them. Loop signal detection is used at the intersections and any lane changes or pavement rehabilitation would require modification of the signal wiring for the detector loops.

The City is proposing to improve the intersection of Garfield Ave and Via Campo as a part of Highway Safety Improvement Program (HSIP) project. The HSIP improvements include upgrade to the ADA ramps, select signal poles, and the signal controller. Based on preliminary review, these improvements will not impact the proposed widening limits and/or project objectives. However, modification to video detection zones and/or loops may be required pending new lane geometry.

The traffic signal at Garfield Ave and Via San Clemente will require modification due to impacts from the road widening to accommodate right turn lane. The NCM Team will take a holistic approach to signal modifications. This also provides a great opportunity for the City to make supplemental updates to the signal, including LED lighting, APS push buttons, countdown ped heads, and overall operation. The City has confirmed that it maintains the signal equipment (Siemens is the current signal maintenance contractor) but most of the arterials are timed by LA County. Any timing modification may not be needed; however, the NCM Team will coordinate with LA County to determine if there are any planning traffic signal synchronization projects along Garfield Ave and modify design as needed.

Street Widening/Sidewalk Grades. Street widening often results in changes to the sidewalk elevations as the extension of the street crossfall typically lowers the curb and grade which may affect the grading on the adjacent properties. Two of the businesses have front patios that currently meet the existing sidewalk grades. These porches are the primary access to the walk-up window and entry door, and are also used for outdoor seating for the patrons. Therefore, the new sidewalk grades will be a very important consideration in establishing the new profile grades. The sidewalks and the accesses to the businesses must also comply with ADA standards. Based on field observations, it appears that Garfield Ave has had pavement overlays in the past that have raised the paved surface above the original paving. If confirmed by field surveys, that would be advantageous as that could reduce the grade differential of the sidewalk where it meets the abutting properties. The pavement crossfall grades and transitions will designed to minimize grading impacts. Setting the new curb and sidewalk grades to reduce impacts while meeting required design standards will be a key design task for the Project.

On-Street Parking. There is currently on-street parking along the southern half of the project area. The on-street parking provides convenient short-term parking for patrons of J&S and Ground Up Coffee wanting to make a quick order. The on-street parking is particularly useful to patrons who drive larger work vehicles and find it difficult to access the narrow driveways and the tight parking lots.

Vacant Parcel at Garfield Ave and Via Campo. The property is a former gas service station and the previous building structures have been removed. The site is currently marketed as a mixed-use development. There are no current plans for the development. However, if development does occur during the design phase, we will work with the developer to coordinate the design details at the interface with the project.

Construction Traffic Handling/Construction Coordination. It is anticipated that construction of the Project will present many challenges. Garfield Ave is a heavily traveled principal arterial with heavy pm traffic. Several of the driveways are used throughout the day (J&S – a 24 hr. operation, and the multi-family residence), so driveway construction at these driveways must be coordinated and alternatives developed and agreed to ahead of time. The multi-family residence adjacent to the project area will influence the ability to use nighttime constructions unless alternative arrangements (e.g, short-term hotel rental during nighttime construction) can be made. The existing lane configurations leading into and out of the project area will affect the construction traffic handling the through the construction area.

Right-of-Way. Based on proposed design alternatives, our understanding is that the Project may temporarily impact up to five parcels to accommodate the bus turn-out with no permanent property rights and no relocation of occupants anticipated. The right-of-way tasks will encompass title investigation, appraisal, acquisition, escrow services, utility coordination, and utility and right-of-way certification.

The properties that may be impacted are all owned by the same entity which will make for a well-coordinated acquisition effort and provide for opportunities to negotiate terms and any coordinated construction activities that otherwise would be difficult to obtain with multiple ownerships. These properties, current use, and ownership are identified as follows:

While the proposed right of requirements is only for temporary construction purposes for reworking of driveway approaches and sidewalk rework, we believe the biggest right-of-way risk for the project is the potential for significant damages that could arise if the proper approach to access during construction is not applied. Therefore, our approach and assumption to lessen any damages is to always retain driveway access to the properties as well as maintaining walk-in access, especially to the commercial uses. This can be achieved by only closing off half of the drive apron at a time, or

work at night after business hours.

The NCM Team has identified a project alternative that would move the bus turn-out southerly onto City of Montebello property (APN 5267-007-900). Since it is owned by the City, with the exception of ordering a title report, it is assumed no right-of-way services would be required and the City would accommodate the right-of-way needs. This alternative would still require temporary rights for the other parcels described previously.

Utilities. This project has several utilities. We have already initiated some preliminary utility research work, and identified the following utility facilities along this stretch of the project.

- **4" Gas Line** — Under Sidewalk based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **8" Water** — Under Sidewalk based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **15" Sewer** — In Roadway based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **60" Storm Drain** (Located approximately at the Centerline of the Roadway) based on storm drain as-builts.
- **CBMWD Reclaimed Water line** — located in the parkway behind the sidewalk at SW Corner of Garfield and Via San Clemente.
- **Fire Hydrant** at the SW Corner of Garfield and Via San Clemente. This will be protected-in-place.
- **Several Street Lights** may need to be relocated and service locations will need to be coordinated with power company. This relocation could impact a overhead powerline.
- **Traffic signal cabinet** at NW corner of Garfield Ave and Via San Clemente will be relocated and service locations will need to be coordinated with owner. This item will be covered by the Traffic sub but there may be coordination with utilities for power to the new cabinet location.
- **Overhead Utilities** — One or two anchor poles may need relocation.

The NCM Team will coordinate with the conflicting utility owners to determine a resolution to the conflicts.

All utility owners within the project area will be contacted to introduce the project team, discuss the project, and procure the latest as-built plans. The as-built plans will be used to prepare a Utility Strip Map. Once plotted, the utility plans will be sent back to the owners for verification purposes. The NCM Team will verify with utility owners to determine what facilities need potholing.

The NCM team will issue a "Claim Letter" based on these conflicts and forward to the affected owner with a conflict map. The determination of liability will be based on the installation rights of the utility owner and work with design to create a utility conflict matrix. Currently, it is assumed that all these facilities will not have a superior right; hence, the utility owners will be responsible for the costs of relocation. Once a relocation plan has been created by the owner of the facility and approved for conformance to the project by NCM Team, a Notice to Relocate will be sent to the owner directing them to relocate based on the approved plan. The Notice will be on City letterhead, include a schedule for relocation and an agreed upon liability determination for the conflict.

Tree Removal. There are five large eucalyptus trees along the south half of the project near the curb. The trees are very well-established, tall (about 60 to 70 feet tall), and have a canopy and branches that extend over the travel lanes and the nearby buildings. Removal of the trees will require heavy equipment and lane closures. Protection for the nearby buildings from falling branches will need to be considered. In addition, the large trees likely have a large root structure. The landscape architect will provide guidance on the extent of the root removal and backfilling necessary to avoid any street settlement issues in the future. The limits of the root removal may have to encroach well into the travel lanes and may have an impact on the existing utilities that are located within the root mass. The plans and specs will need to provide guidance for moving or locating utilities through root masses.

Environmental. Based on statements made in the Request for Proposal (RFP), our field visit, and review of project alternatives, it is anticipated that the level of document under CEQA would be a Categorical Exemption (CE), with the City as the lead agency under CEQA, as well as the preparation of associated Notice of Exemption (NOE). The project is expected to qualify as exempt from CEQA under Public Resources Code (PRC) 21084; 14 California Code of Regulations (CCR) 15301 (c) Existing Facilities. Under this CEQA exemption, the minor alteration of an existing street and sidewalk, as well as transit improvements such as bus lanes, are exempt. It is assumed that the construction of the project would not result in any significant environmental impacts. During the preparation of the technical studies and memoranda to support the CE, if any potential significant impacts are identified, NCM Team will notify the City immediately. NCM team will work together to determine the best design solutions that avoid significant impacts, to ensure that the CEQA CE remains appropriate.

We are proposing the preparation of some technical studies to support the preparation of the CE. An environmental impacts evaluation technical memorandum (EIETM) will be prepared that addresses air quality and climate change, biological resources,

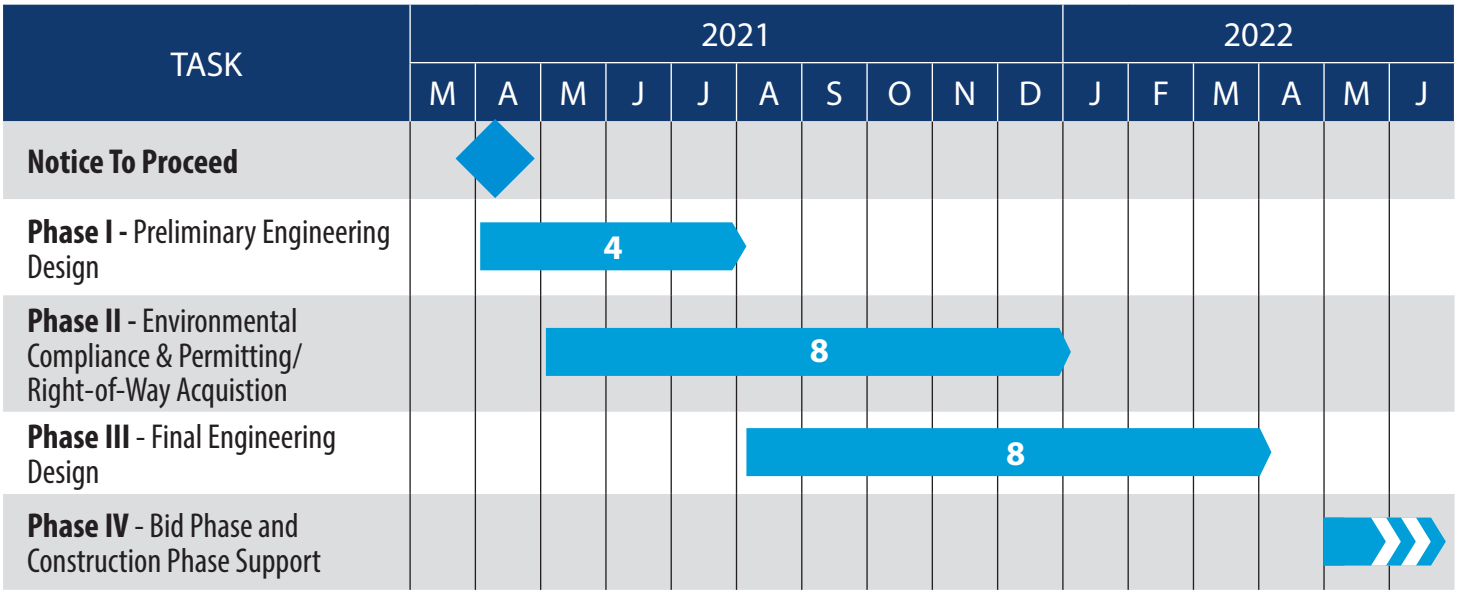
cultural resources, hazardous waste and materials, land use, noise, and traffic impacts. It is assumed impacts to other resources would not have the potential to occur and would therefore not need to be addressed in the EIETM; however, this approach will be discussed and agreed upon with the City at the outset of the project. This will include the potential impacts to residential and business units adjacent to the project. Based on a review of the project site no focused species surveys or delineation of jurisdictional waters are assumed to be needed. Preparation of all technical analyses and reports will follow local and state environmental guidelines, including the CEQA Guidelines.

An Aggressive Project Schedule to Achieve Efficient Project Approval

Our recent experience in preparing Preliminary Engineering/Environmental Approval/PS&E documents allows us to offer City an aggressive but realistic schedule for project delivery. Our abridged bar chart schedule, ***Figure 14*** is realistic and doable, and demonstrate that PAED (Project Approval/Environmental Document) can be completed in 8 months and PS&E approval in approximately 8 months.

To accelerate the schedule, we propose time-saving techniques that are proven to be effective on the delivery of City's project. Creating a conservative, yet practical, environmental study limits map and honing on Preliminary Engineering design quickly will allow the environmental team time to complete their critical activities early in the schedule which in turn allows to advance final design activities.

Figure 14. ***Proposed Project Schedule***



Professional Reputation of Firm/ Satisfaction of Current/Prior Clients

NCM'S track record for adhering to budget and schedules and preparing complete, high quality technical documents is evidenced by our continued involvement in and repeated selection for on-call services contracts and highway/roadway/bridge projects for Counties (Orange, Riverside, San Diego, and Kern), MPOs (LA METRO, RCTC, SBCTA, and OCTA), Caltrans (HQ, Districts 5, 6, 7, 8, 9, 10, 11 and 12) and many local cities. Majority of the projects are directly for Caltrans , and had some level Caltrans oversight and approval, and have been successfully delivered under a rigorous review for cost and schedule control, quality of services, and compliance with project and contract requirements. Our impressive track record for adhering to all of these requirements is evidenced by feedback provided by our client references and further demonstrated with long history with repeat clients.

Figure 15. ***References and Demonstrated History of Repeat Clients***

Project Name/ Description	Client Name, Address, Contact Information
Caltrans District 7 |Multi-Phase Project Specific Services, Los Angeles County, CA Under this contract two task orders were issued encompassing PAED and PS&E for a Barrier Replacement and Associated Improvements at 1) Fifth and Sixth Street Overcrossings at SR-110 and 2) Arroyo Seco Bridge Carrying SR-134. As prime NCM successfully delivered PAED phases of these task orders on time and significantly under the negotiated budget. Based on this outstanding performance, NCM Team was awarded PS&E Phase for both of these projects. The project has implemented several state-of-the art design criteria that are yet to be published by Caltrans.	**State of California Department of Transportation** **D7 | Program & Project Management** 100 S Main Street | Los Angeles, CA 90012 Richard Hartzell, PE | Office of Special Funded Projects | 916 227-8772 | richard.hartzell@dot.ca.gov **Date of Project :** November 2018-Present
LA Metro/Caltrans D7| Union Station/Patsaouras Plaza Busway Design-Build, Los Angeles, CA This $28 million design-build project with Metro consists of preparing a supplemental PSR/PR and the final design and construction of Metro's Union Station/Patsaouras Plaza Busway located in downtown Los Angeles. Key challenges included varying widths of bridge widenings, relocation of the bus loading platform , innovative bridge foundation design to avoid existing tunnels, realignment future redline tunnel, new pedestrian circulation elements with a new pedestrian bridge/ramp , unique architectural element featuring swinging panels, custom designed bridge deck drain system and extensive coordination with LA County/LA METRO/City of LA/Utilities. The construction was recently completed on this project.	**LA Metro** 1 Gateway Plaza | Los Angeles, CA 90012 Androush Danielians, D.Sc., PE | Structures Senior Director 213.922.7598 | danieliansA@metro.net **Date of Project:** April 2014-December 2020
RCTC/Caltrans D8|I-15 Express Lanes Project Design Build, Riverside County, CA This $244M design-build project delivers RCTC's vision to develop 15-miles of tolled express lanes (TELs) on the Interstate 15 (I-15) freeway between Cajalco Road and State Route 60 (SR-60). The project includes two TELs in each direction, outside widening of I-15 through the I-15/SR-91 system interchange, 11 bridge widenings including a major structure crossing the Santa Ana River and a complex structure crossing the BNSF tracks,8 non-standards retaining and 5 sound walls, toll collection system infrastructure, lighting, landscaping and extensive environmental compliance activities in order to meet the strict commitments for the project. The project opened for traffic in July 2020.	**State of California Department of Transportation** 1801 30th Street | Sacramento, CA 95816 Lily Sun, PE | Office of Special Funded Projects 916.227.8915 | lily.sun@dot.ca.gov **Date of Project:** March 2017- July 2020
City of Highland| Boulder Ave Bridge Over CityCreek, Highland, CA The project proposes to improve Sierra Ave to its Master Plan configuration including the construction of curbs, gutters, driveways, sidewalks, raised landscaped median, decorative street lights, traffic signal modification, and other improvements from Foothill Boulevard to Baseline Ave. NCM has recently submitted the 100% PS&E. The project is currently in construction.	**City of Highland** 27215 Base Line | Highland, CA 92123 Dennis Barton | Project Manager 909.499.9200 | dbarton@cityofhighland.org **Date of Project:** December 2016 - December 2020
Monte Vista Ave Grade Separation, Montclair, CA The project constructed a grade separation at Monte Vista Ave/Union Pacific Railroad (UPRR), an existing at-grade railroad crossing. To grade separate over the railroad tracks, roadway profile was raised significantly to clear the existing State Street, West State Street Storm Drain Channel and UPRR railroad tracks. Street improvements to Monte Vista Ave and intersecting streets within the project limits included traffic engineering (Signals, electrical, fiber optic, signing and striping, street lighting etc., staging), extensive utilities relocations, drainage improvements, pavement construction, retaining walls, curbs, gutters, sidewalks, hardscapes and landscaping. The project consisted of variety of complex right-of-Way negotiations of more than 22 parcels involving commercial, industrial, and residential properties - full and partial fee takes, temporary construction easements, right-of-entries, access modifications (driveways, gates, landscape enhancements etc.), and over 10 major utility relocations and out of which several of the overhead utilities (SCE, Spectrum, AT&T, Time Warner) has to be undergrounded.	**City of Montclair** 5111 Benito Street | Montclair, CA 91763 Noel Castillo, PE | City Engineer/Public Works Director 909.625.9441 | ncastillo@cityofmontclair.org **Date of Project:** June 2015- October2019

Experience in Public Contract Procedures, Requirements, Laws and Construction Claims

NCM has thorough knowledge of the County/Caltrans/ City/Utilities design standards and procedures. Los Angeles County designs are governed primarily by the various County published design manuals. The County uses either green book or Caltrans Standard specifications or combination thereof (if bridge and specialty structures are involved) as the basis for project construction contract documents on CIP Projects. **NCM is thoroughly familiar with Caltrans standards and specifications.** NCM has several On-Call contracts (06A2032, 06A2033, 062419, 062439, 590948) with Caltrans Districts 6, 9, 10 and 59 (HQ), and has successfully delivered over 40 task orders in the last several years. This is a clear demonstration of NCM's understanding of Caltrans Standards, Policies, Processes and Procedures.

For City's planning and major infrastructure improvements, NCM's design team will research the City's planning documents including the Circulation Element of the City General Plan and Regional General Plan to understand the long-term vision for major transportation facilities and circulation and how a particular project fits within that vision. Much of the County's improvements involve local street facilities that must serve non-vehicular users including pedestrians, cyclists, and transit commuters. **NCM has deep and practical understanding of the ADA standards for accessibility for those with disabilities.** Of particular importance for accessibility within public rights-of-way, NCM is cognizant and knowledgeable about the PROWAG (Public Rights of Way Accessibility Guidelines) standards and the Caltrans DIB 82-06, "Pedestrian Accessibility Guidelines for Highway Projects." NCM's work has included roadway improvements incorporating bicycle paths. This is growing in importance since the State of California passed the "Complete Streets Act" to assure that public roads meet the needs of motorists as well as non-motorized users of the public roads. Additionally, NCM has been involved with designing dedicated "Class I" bike paths. In 2016, NCM was honored with the ASCE Los Angeles Section *"Bikeways and Trails Project of the Year" for the College Height Bike Path Project in Kern County.*

NCM has extensive experience with drainage design in accordance with the *Los Angeles County Flood Control & District (LAFCD) Hydraulic Manual, and and Standard Plan Manual.* NCM also understands the water quality requirements for improvement projects. Of particular importance to public agency projects is the RCounty of Los Angeles Low Impact Development (LID) Standards Manual. NCM works with environmental consultants and the City to understand the impacts and provides engineering solutions to minimize impacts where possible. NCM subconsultant ICF delivered 100s of projects in Los Angeles County, the majority of which involve federal funding and close coordination with Caltrans District 7 in the completion of technical studies and CEQA and NEPA documents to support project approvals. Numerous technical studies prepared include Air Quality Reports, Noise Study Reports, Historic Property Survey Reports (including Archaeological Survey Reports), Visual Impact Assessments, and Natural Environment Studies consistent with guidelines set forth in Caltrans' Standard Environmental Reference. In addition to preparing CEQA/NEPA documentation, ranging from CEs to EIR/EIS documents, ICF has also prepared several Environmental Re-Validations. In additon, NCM brings premier experience of LAPM and LAPG in support of any City's efforts to secure federal and /or state funds.

NCM can bring on-call contract employee(s) that can support City in regards to Public Contract Procedures, Requirements, Laws, and Construction Claims.

Direct Experience by Project Staff on LA Metro-funded Projects

As an emerging leader in transportation engineering amongst small and mid-sized firms, NCM brings a proven history working with LA Metro and Caltrans District 7 and is trusted by agency staff. Through our continued work with the agencies, NCM has formed trusted working relationships with LA Metro's Highway program and personnel, and Caltrans Management and Staff, including Functional Units and Caltrans HQ Structures.

Through the recent work on Metro highway projects, NCM has formed close relationships with LA Metro, Caltrans District 7, Caltrans Headquarters, subregional COGs, Corridor Cities, and other agencies, such as LA County Public Works and City of LA, that will ensure effective coordination and efficient approvals during project delivery.

NCM is knowledgeable and experienced in all disciplines necessary for cost-effective and ontime delivery of a Project. NCM has recent, relevant experience working on-call services to Metro under the Highway Program Project Delivery Support Services Contract and Caltrans District 7 on Multi-Phase Project Specific Services Contract. NCM is currently working on I-605/Valley Boulevard Interchange, I-605/I-5 CIP, and just completed Union Station-Patsaouras Plaza Busway Design-Build (right in front of LA Metro HQ), all of which require(d) significant coordination with LA Metro staff, Caltrans District 7, and local cities.

NCM is currently a major SBE Consultant on 3 of the 4 firms that has been selected to provide Metro On-call Highway program Project Delivery Support Services. A large number of Highway Program Task Orders are expected to be issued by LA Metro under this On-call.

Also, NCM will be supporting the prime consultant on I-10 Express Lanes PAED expected to start in the next few months.

NCM's subconsultants (ICF and Group Delta) bring deep LA METRO projects' experience to bear on City's project.

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Scope of Work

Prepared by:

NCM

www.ncmcivil.com

SCOPE OF WORK

SECTION A-I • INTRODUCTION

A. PROJECT DESCRIPTION

The City of Montebello proposes roadway widening of Garfield Avenue at the southwest corner of the intersection with Via Campo. The purpose of the widening is to provide a safe turnout lane for buses (Montebello Bus Line 30) that currently stop in the traffic lane and contribute to traffic congestion for southbound Garfield Avenue.

The Improvements are needed on Garfield Avenue to alleviate traffic congestion. Improvements will include pavement reconstruction and widening, ADA compliant sidewalks and ramps, bus turnout, ADA, onsite improvement modifications, tree removals, grading, slopes, drainage facilities, fence/wall/gate relocations/ replacements, traffic signal modifications, pavement markings, signage, street light modification, utility preservation and relocations, and possible intersection landscape/hardscape. Work on adjacent properties will include driveway modifications, grading transitions, and access adjustments.

The scope of services covers Preliminary Engineering Design, Environmental Compliance and Permitting/Right-of- Way Acquisition, Final Engineering Design, and Bid Phase and Construction Phase Support.

B. LOCATION

The PROJECT is located along Garfield Avenue between Via Campo and Via San Clemente intersections.

C. COORDINATION

The CONSULTANT (NCM Team) will coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include but will not necessarily be limited to the following: Various City's Departments, Utility Companies, Los Angeles County Flood Control District, Montebello Bus Lines, City of Monterey Park, Property Owners, Caltrans (assumed to be required for SR-60 Eastbound Off-Ramp Traffic Study Only), and Environmental Resource Agencies (assumed to be not required). All meetings with property owners or other outside agencies will only be scheduled with approval of the CITY.

D. PHASES

The services performed by the ENGINEER will be accomplished in four phases:

Phase I - Preliminary Engineering Design
Phase II – Environmental Compliance and Permitting/Right of Way Services
Phase III - Final Engineering Design
Phase IV – Bid Phase and Construction Phase Support

Phase I and Phase II will begin immediately upon receipt of the CITY's written notice to proceed (NTP).

E. STANDARDS

The preliminary engineering, environmental documents, final plans, specifications, and estimates will be prepared in accordance with the CITY's/County's regulations, policies, procedures, manuals and standards, and APWA/Caltrans latest standards, where applicable. All documents will be prepared using Imperial standards and dimensions.

1. Environmental Documentation

The environmental document will be a California Environmental Quality Act (CEQA) document.

For the CEQA document, the State of California requirements for environmental analysis and impact assessment procedures will be followed with the content of the environmental surveys, environmental technical reports, and environmental documents as set forth in the California Environmental Quality Act and other applicable State of California and County regulations and guidelines.

It is assumed that NEPA documentation is not required and excluded from this scope of work.

2. Engineering Plans, Specifications, and Estimates

Plans, specifications, and estimates will be prepared in accordance with the current CITY/County Road Improvement Standards and CITY/County Policies and Guidelines for Submittal of Plans, Specifications, and Estimates. Roadway plans will be prepared electronically with AutoCAD or MicroStation software as requested by the City. Special Provisions will be prepared using Microsoft Word conforming to the CITY format and content compliant with APWA Greenbook 2018 Standards Specifications and Standard Special Provisions.

SECTION A-II • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT AND COORDINATION

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under Project Management and Coordination.

SECTION A-III • SERVICES TO BE PROVIDED

TASK 2 PHASE I –PRELIMINARY ENGINEERING DESIGN

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under PRELIMINARY DESIGN. *The following scope items supplement the work items listed in the RFP under this PHASE I.*

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, maintenance reports, ROW maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data will be obtained and reviewed by the CONSULTANT. Field reviews will be conducted by the CONSULTANT during the development ofthe PROJECT to visualize field conditions, determine conceptual improvement alternatives, and to confirm the accuracy of any existing drawings and as-builts.

B. INITIAL UTILITY COORDINATION

The CONSULTANT will complete the following initial utility coordination tasks for the Preliminary Engineering Design Phase of the PROJECT - Inventory Existing Utility Data, Review Existing Utility CADD Files, Complete a Utility Review Field Visit, Create a Utility Conflict Matrix, Prepare New Utility Letter No. 1, Update Existing Utility Data and Matrix, Utility Coordination with SCE and 3rd Party Communications Firms, Update Existing Utility CADD Files, Prepare Conceptual Utility Layouts, Assemble Utility Maps for Preliminary Alternatives, Update Utility Maps for the Build Alternative and Identify Potential Utility Conflicts, and Prepare Utility Pothole Exhibits.

Deliverables

- Draft and Final Utility Strip Map
- Utility Pothole Exhibit

C. TRAFFIC STUDY

The effects of the SR-60 eastbound off ramp for Garfield Avenue and any need to modify the right turn lane onto southbound Garfield Avenue as well as the interaction with the proposed bus turnout lane will need to be assessed. The CONSULTANT will perform a level of service (LOS) analysis at the intersection of Garfield Avenue and Via Campo to determine operation impact for modifying the eastbound right turn lane. The analysis will compare existing conditions with proposed conditions assuming a certain buildout year. Due to COVID-19, relevant traffic count data that has been collected within the last 2 years will be utilized. If historic data is not available, CONSULTANT will collect traffic counts at this location and provide an approved growth factor for analysis purposes. A technical memorandum will be prepared discussing count/analysis methodology and LOS results. The traffic assessment assumes the study will not evaluate traffic impacts to the intersection based on planned and/or future development in the area.

Deliverables

- Draft and Final Traffic Study

D. GEOTECHNICAL REPORT

The CONSULTANT will perform shallow borings and provide a draft Geotechnical Report will present a project description, scope of studies performed, site and geologic conditions, geologic and seismic hazards, subsurface soil conditions, groundwater, soil design properties, pavement subgrade conditions and R-value, corrosion potential, and geotechnical recommendations for grading and compaction, utility trench excavation and backfill, recommendations for asphalt and concrete pavement structural sections and overlay of existing pavement, soils parameters as needed for minor foundations such as signal poles, and geotechnical construction considerations. Traffic index for use in pavement design will be provided by the CITY.

Deliverables

- Draft and Final Geotechnical Report

E. INITIAL SITE ASSESSMENT

To complete the Hazardous Waste component of the project environmental document a hazardous waste technical report is recommended. The performance of an Initial Site Assessment (ISA) provides the highest level of environmental due diligence for a transportation project while also providing an appropriate technical report for use during preparation of the environmental document.

The CONSULTANT will prepare one Initial Site Assessment (ISA) report which will include

a Site assessment for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Following is the summary of Tasks:

- Review of information provided by the CITY.
- Site reconnaissance to look for indicators of potential hazardous materials.
- Environmental databases search and outreach to various agencies such as Regional Water.
- Quality Control Board, Department of Toxic Substance Control, and other CITY/County agencies that deal with hazardous materials.
- Review selected historical records and mapping including aerial photos and maps.
- Completing the Caltrans User Questionnaires.

The scope includes one project-wide ISA. If the CITY requires individual Phase I ESAs for each acquisition property, a separate scope of work and cost will be provided.

Our product will be one ISA report including a discussion of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products which could impact the project. The report will also include the site location map, site visit notes, User Questionnaire, an environmental database search report, historical topographic maps and aerial photographs, and selected photographs from the site reconnaissance, and provide recommendations for additional site investigation, if warranted.

Assumptions

- The scope includes one project-wide ISA. If the CITY requires individual Phase I ESAs for each acquisition property, a separate scope of work and cost will be provided.
- This Project does not require Caltrans District 7 review. If District 7 will be involved in review of work plans and/or reports then the costs provided in this proposal will not be sufficient, and a separate scope of work and cost will be provided.

Deliverables

- ISA checklist
- Draft and Final ISA Report

F. DRAINAGE AND WATER QUALITY

A Drainage Design Report will be prepared to document the following: existing and proposed drainage maps and area calculations, existing and proposed hydrologic and hydraulic calculations, LID calculations and determination of BMP requirements and coordination with the CITY to incorporate BMPs into construction drawings to the extent practicable.

Deliverables

- Draft and Final Drainage Study

G. CONCEPTUAL LAYOUT AND GEOMETRY

This section outlines the sequential development, review, and refinement of Conceptual Roadway and Intersection Layouts in close coordination and collaboration with the City. Two Conceptual Roadway and Intersection Layouts are anticipated and included. The steps involved are Initial Concepts, Updated Concepts, Alternative Evaluation and Cost Analysis, CITY Selection of the Chosen Alternative, and Finalize Preliminary Design of the Build Alternative

Deliverables:

- Initial and Updated Conceptual Roadway Layout.
- Conceptual Utility Layout.
- Conceptual ROW impacts.
- Alternative Evaluation and Cost Analysis
- Finalized Preliminary Design of the Build Alternative

H. CITY SELECTION OF THE CHOSEN ALTERNATIVE

The CITY will review the alternative evaluation and cost analysis deliverables and select the chosen alternative (i.e., Build Alternative).

I. ENGINEERING TECHNICAL SUPPORT FOR ENVIRONMENTAL DOCUMENTATION

The ENGINEER will provide maps, exhibits, and CADD files for the environmental team including:

Engineering plans, Traffic Study, Utility Pothole Exhibits, Geotechnical Exploration Location Exhibit, Geotechnical Report, Initial Site Assessment, Drainage Report, Construction Limits Exhibits, Preliminary ROW Requirements Maps, Tabulations, and Summaries, Light pole Relocation Exhibits, Summaries, and Cross Sections and Engineering Support for Permitting (if required).

Deliverables

- Maps, Exhibits, and CADD files

TASK 3 PHASE II – ENVIRONMENTAL COMPLIANCE PERMITTING/RIGHT-OF-WAY ACQUISITION

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under ENVIRONMENTAL COMPLIANCE PERMITTING/RIGHT-OF-WAY ACQUISITION. The following scope items supplement or clarify the work items listed in the RFP under this PHASE II.

The following scope items supplements the items of work listed in the RFP under this Phase II.

A. GENERAL

Assumptions

- The California Environmental Quality Act (CEQA) document will be an Initial Study/Mitigated Negative Declaration (IS/MND)
- Significant traffic impacts under CEQA will not be identified related to SB743; if such impacts are identified then an Environmental Impact Report (EIR) would likely be required and a separate scope and cost for this would be necessary.
- The City of Montebello will be the lead agency under CEQA.
- The project will address one Build alternative (Proposed Project) in the technical studies and environmental document.

- No National Environmental Policy Act (NEPA) compliance will be required for the project.
- No California Department of Transportation review or involvement, with the exception of any review that Caltrans may conduct during public circulation of the CEQA document along with any other agencies, will occur.
- The project will not increase capacity.
- It is assumed that the properties along the west side of Garfield Avenue from Via Campo to Via San Clemente may be acquired and that the structures on these properties would be removed if the preliminary engineering design identifies as such.

Only those items specifically identified in this scope of services are included. No other effort is assumed or implied.

B. TECHNICAL STUDIES

CONSULTANT will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA. All resources to be addressed will be included in the IS/MND and no separate technical studies are assumed, other than those stated below. If additional studies are identified during the environmental phase of the PROJECT a scope of work and cost will be submitted for approval prior to their initiation. Preparation of all technical analyses and reports will follow local and state environmental guidelines, including the CEQA Guidelines.

Assumptions

- Focused protocol surveys for biological resources are not included. If focused surveys are identified during the biological field reconnaissance, then this will be communicated to the CITY and a scope and cost for this work will be provided.
- No Section 7 or 10 consultation or California Endangered Species Act Section 2081 or 2080.1 consultation will be required.
- PROJECT will not be required to make CEQA significance determinations for traffic based on SB743 using VMT.

Deliverables

For each technical study that requires separate documentation, outside of the inclusion within the IS/MND, the following submittals will be made. All submittals will be made

electronically.

- Draft Technical Study
- Revised Draft Technical Study
- Final Technical Study for approval

1. Cultural Resources

CONSULTANT will obtain a records search from the Southcentral Coastal Information Center, part of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a one-mile radius. Historic aerial and topographic maps and photographs will also be reviewed, if available. CONSUTLANT will establish a Project Area Limits (PAL) map in consultation with the City. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. To account for physical effects due to damage, demolition, or vibration, the PAL will be based on the total anticipated disturbance footprint associated with project activities (e.g., parcel acquisition, road widening/ construction, staging areas and other temporary construction easements, detours, drainage facilities, and other temporary construction activities). It will also account for potential vibratory, visual and/or noise effects beyond the limits of disturbance. CONSULTANT will coordinate with the City for consultation with Native American groups and other interested parties, under Assembly Bill (AB) 52 tribal consultation under CEQA, to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted in accordance with appropriate current state regulations.

Following completion of the record search/review, CONSULTANT will conduct a field survey of the PAL for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the PAL and that no testing and/or evaluation will be required.

Based on a preliminary desktop review of the project area and knowledge of the potential ROW acquisitions, built environment resources are expected to be included in the PAL. CONSULTANT will conduct field survey to record built environment resources in the PAL for the purposes of documenting resources and establishing the factual basis for exempting properties from further review. It is assumed that up to five built resources will be reviewed. CONSULTANT will prepare a Cultural Resources Evaluation Memorandum that includes appropriate context, evaluations, and appendices. It is anticipated that the evaluation will result in a

finding that no properties eligible for listing on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) are present within the project's PAL, and no archeological resources are present.

C. HAZARDOUS WASTE INVESTIGATION

1. Pre-Field Activities for Site Investigations

Prior to start of the site investigation, CONSULTANT will prepare a comprehensive project-wide work plan(s) including a health and safety plan (HASP) for the PROJECT. The work plans will include a Site Investigation Work Plan and a Hazardous Materials Survey Work Plan.

2. Field Investigation and Reporting

Site Investigation

Soil sampling will be performed within the zone of the future soil disturbance at the former gasoline station at 897 Garfield Avenue (Mobil #18-EQA). It is assumed no more than eight (8) borings will be advanced to a planned depth of 5 feet (ft) below ground surface (bgs) to satisfy the Project requirements. The borings will be located within the zone of future soil disturbance for this project (see assumptions below). The work will consist of the following tasks:

- Coordinate site access.
- CONSULTANT will mark exploration locations and notify Underground Service Alert (USA) to identify public utilities in the planned area.
- Perform borings down to the depth of proposed soil disturbance using a direct-push drill rig. Soil samples will be collected at 0-0.5 ft, 1.5 ft, 3.0 ft, and 5.0 ft sampling intervals. Laboratory testing will be assigned to all samples. Additional samples may be collected at deeper depths in the event field monitoring or olfactory observations indicate contaminated soil at the total depth of the boring. If significant additional sampling depth intervals and/or locations are requested, additional laboratory costs may be incurred that are not included in the CONSULTANTS cost estimate.
- Laboratory testing will be performed in order to support soil management and disposal requirements. The analytical protocol is summarized below:
    - Soil samples will be analyzed for volatile organic compounds (VOCs) using EPA Method 8260B.
    - Soil samples will be analyzed for total petroleum hydrocarbons (TPH)

using EPA Method 8015.

- Soil samples will be analyzed for Title 22 Metals using EPA Method 6010B/7470A.
- Soil samples will be analyzed via the California Waste Extraction Test (CA_WET) or the Federal Toxicity Characteristic Leaching Procedure (TCLP) as necessary for comparison to hazardous waste criteria.

CONSULTANT will prepare a detailed report summarizing the findings of the investigation. The report will contain a description of the field activities and summary of the laboratory results, conclusions and recommendations, boring logs, tables, and figures as necessary.

Assumptions

- It is assumed that the Site Investigation for 897 Garfield Avenue only serves to investigate soil that will be encountered during construction for health and safety and soil management purposes related to the PROJECT. An investigation of the full gas station including assessment of the underlying groundwater for purposes of understanding property acquisition liability, concurrence with the regulatory closure, and/or assessment of accuracy of the findings of the previous gas station's is not included as part of this scope of work.
- After ISA and right-of-way (ROW) determinations are completed, a SI may be required for other locations to a degree that is impossible to anticipate with our current knowledge of the site and project ROW needs. If necessary, NCM will work with the City to prepare a Scope and Fee.
- Paint and thermoplastic striping will not be investigated and will be managed using standard special provisions.

Buildings - Asbestos Containing Materials (ACM) & Lead Based Paint (LBP) Surveys

Structures on three (3) properties will be demolished in support of the PROJECT. Hazardous materials surveys are required by South Coast Air Quality Management District (SCAQMD) prior to demolition.

CONSULTANT proposes to utilize our Cal-OSHA CAC or CSST to conduct a site reconnaissance to identify the locations of potential ACMs and our CDPH certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis.

An x-ray fluorescence (XRF) device may be used to analyze paint rather than collection of destructive samples for these private properties. CONSULTANT will prepare an ACM and LBP investigation report summarizing the findings.

D. ENVIRONMENTAL DOCUMENT

1. Draft Environmental Document

As previously described, it is assumed that the appropriate document for the proposed project will be an Initial Study/Mitigated Negative Declaration (IS/MND). If a higher level CEQA document is identified, or a Categorical Exemption is identified as the appropriate document for the proposed project based on the technical analyses performed, then this will be communicated to the CITY and a scope and cost for performing this work will be submitted. It is assumed that a CEQA Checklist format will be utilized for the IS/MND.

The scope of services for the technical areas to be addressed directly in the IS/MND, which are expected to require technical analyses, are described below. All other sections of the document will be prepared using the information included in the technical studies that are prepared for the project, or using existing, available information.

Deliverables

- Final Draft IS/MND and Comment/Response Matrix for approval by City for circulation (electronically to CITY)
- Mitigation Monitoring and Reporting Program (MMRP) (included as an appendix in each submittal of the IS/MND)
- Five (5) hard copies and one electronic (pdf) final Draft IS/MND for availability (it is assumed that all filing with the State Clearinghouse will be done electronically and no hard copies are assumed)

The following items will be documents in the IS/MND:

Air Quality

The ICF will document the following in the IS/MND:

- **Regulatory Setting and Existing Conditions.** Summarize the air quality regulatory environment as it affects the proposed project and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality

Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

- **Regional Conformity.** The PROJECT is exempt from regional conformity under 40 CFR 93.127, Bus Terminal. CONSULTANT will confirm that the PROJECT is listed in the Southern California Association of Governments (SCAG) 2019 Federal Transportation Improvement Program (FTIP). It is assumed that the PROJECT will be determined to be included and accurately described.

- **Project-Level Conformity**

    - Localized Carbon Monoxide Hot Spot Analysis. Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
    - Localized PM2.5/PM10 Hot Spot Analysis. The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM2.5 and PM10 concentrations. No coordination or involvement with the SCAG Transportation Conformity Working Group (TCWG) is assumed or included.

- **Evaluation of Construction-Period Emissions.** A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.

- **Evaluation of Operations-Period Mass Emissions.** The project is not capacity increasing and will not result in a material impact on vehicle miles traveled (VMT). CONSULTANT will confirm this assumption with the traffic engineer and qualitatively disclose that operation of the project would have no impact on long-term emissions.

- **Mobile Source Air Toxics.** Because the project will not result in changes in traffic volumes, vehicle mix, or basic project location, it is not expected to have a meaningful mobile source air toxics (MSATs) effect. While the turnout lane will move buses closer to homes and a golf course west of Garfield Avenue, the

shift would be limited to just the new turnout and is not expected to have a material impact on MSAT emissions. Accordingly, we will qualitatively evaluate (MSATs) emissions using FHWA's updated interim guidance on how MSATs should be addressed.

- **Climate Change/Greenhouse Gas Emissions.** The project would have no impact on operations-period GHG emission. Construction GHG emissions will be quantified using the Road Construction Emissions Model.

Biological Resources

CONSULTANT will evaluate the potential for impacts from the project on biological resources within the project footprint and 500-foot buffer (study area). CONSULTANT will review the California Department of Fish and Wildlife, Natural Diversity Database, Rarefind, additional biological resource databases, aerial photos, and any other readily available commercial data to determine the locations and types of biological resources that have the potential to occur within the study areas. Based on the urbanized nature of the project location, CONSULTANT will conduct a desktop-based biological survey of the study area to observe, document, and evaluate the onsite conditions and determine the potential for occurrence of common and special-status biological resources. It is assumed that no special-status species will be identified that have the potential to occur on the project site and no jurisdictional resources will be identified. No further work related to biological or jurisdictional resources is assumed. Permits are assumed to not be required for the project and are not included in this scope of work. The results of the literature review and desktop survey will be directly incorporated into the IS/MND.

Community Impacts and Land Use

CONSULTANT will identify the community impacts on neighborhoods, businesses, and minority and low-income populations, as well as the project's compatibility with the existing and future land uses and consistency with local land use plans and regional transportation plans, for inclusion in the IS/MND. The analysis performed will consider residential and business acquisitions and relocations; changes in access/circulation, community cohesion characteristics, demographic characteristics and growth; and demand for new or expanded community facilities. A relocation document will be prepared by CONSULTANT for inclusion in the community impact assessment. The project will be reviewed for consistency with local and regional plans, as well as impacts to: community cohesion, access/circulation, residential and business displacement, land use, growth

inducement, property values, and tax revenues. It is assumed that no farmland will be impacted or evaluated.

Noise

Since the CITY is the CEQA Lead Agency, the peak noise hour modeling information will be used to calculate an anticipated Community Noise Equivalent Level (CNEL) noise level by which to compare to the CITY's exterior 65 dBA CNEL/interior 45 dBA CNEL threshold against. Should the proposed improvements result in an exceedance of the CITY's standard or any thresholds determined to be applicable, mitigation measures (where feasible) will be presented to reduce impacts to less than significant. It is assumed that significant impacts, with the incorporation of any feasible mitigation measures (if necessary), will not occur.

CONSULTANT noise staff will identify noise sensitive land uses and other features using platforms such as Google Earth prior to the field survey. A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas along this alignment. It is estimated that short-term sound-level data (typically two consecutive 15 to 20-minute measurements) will be collected at up to three (3) representative land uses and noise-sensitive locations throughout the area. In addition, continuous 24-hour noise monitoring will be conducted at up to one (1) location if a secure measurement location can be identified.

CONSULTANT will conduct traffic noise modeling of the project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project. Noise levels will be compared to CITY noise standards to determine if any noise impacts would result. CONSULTANT will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation. It is assumed that no construction or operational period noise impacts will be identified and that no further noise work will be required.

Visual Impacts

CONSULTANT will assess potential visual impacts using methods and protocol developed by the Federal Highway Administration (FHWA). The analysis will define the project location and setting; describe visual resources and resource change and viewer groups and viewer responses associate with the project; and evaluate

potential visual impacts caused by the proposed project, including any proposed mitigation measures to reduce impacts. It is assumed that no photo simulations or graphics will be required prepared.

CONSULTANT will conduct a field visit to assess the existing visual resource conditions in the project area, for use in preparing the analysis. The field visit will photo inventory existing conditions including viewpoints, notable visual resources, and the visual quality of the project area.

Paleontological Resources

A record search from the Western Science Center and the Natural History Museum of Los Angeles County will be obtained to determine if previous fossil localities are known within or near the project site. Available construction plans and geotechnical reports will be reviewed to identify the locations and activities where excavations will potentially impact sensitive geologic units. It is assumed that a Paleontological Mitigation Plan (PMP) will not be required for the project; however, this will need to be confirmed once the paleontology information has been obtained and evaluated. If a PMP is required, a scope and fee will be submitted to the City and NCM for approval prior to conducting this work. This information will be directly incorporated into the IS/MND.

2. Public Outreach

Consultant will provide public outreach in support of the environmental document.

CONSULTANT will coordinate with the CITY to develop a stakeholder list specific to the PROJECT. CITY will provide a list of property owners, residents, businesses, schools, chambers of commerce, major employers, city offices, elected officials, news media, civic groups, transportation and transit agencies, sensitive receptors, emergency responders, utility providers and other identified local stakeholders in the area for inclusion. The stakeholder list will be updated on a regular basis and/or as needed by the CITY, such as after meetings or inquiries. The stakeholder list will be used as the master communications resource for distribution and maintenance of all project information, including direct mail, e-mail and in-person communications.

CONSULTANT will plan and coordinate one public meeting during the public availability period for the purpose of receiving agency and public comments on the Draft Environmental Document and to ensure stakeholders are adequately informed on the status of the project process, helping to foster community support.

CONSULTANT will provide facilitation and the overall public meeting logistics including identification of meeting location, coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, meeting handouts, photography, and interpreter. Meeting participants will be added to the stakeholder list for future communications and preparation of the meeting summary report.

CONSULTNAT will draft and finalize collateral materials to ensure that consistent, accurate, easy-to-understand information is provided to the public. Collateral material will be used to build awareness and educate the community about the project's purpose, need and design process. Materials will be developed in hard copy and digital formats for inclusion on the City's website and made available at City. Materials will include a project fact sheet and frequently asked questions (FAQ).

Deliverables:

- Stakeholders List
- Collateral Material for Public Outreach Meeting

3. Notice of Availability

For the proposed project CONSULTANT will utilize a distribution list developed with the CITY to distribute the document. CONSULTANT will prepare a combined Notice of Intent to adopt a MND (NOI) in accordance with City requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the County Clerk's office, and for distribution to anyone who has filed a written request with the CITY. It is assumed that the notice will be a combined NOI and Notice of Public Meeting (NPM). A draft notice will be provided to the CITY for review and approval. It is assumed that CONSULTANT will coordinate publication of the notice with the appropriate newspapers. A cost of $5,000 for publishing of the notices is assumed. If the cost is in excess of this amount, then CONSULTANT will notify the CITY and this will be billed to the City at cost for reimbursement. It is assumed that the technical studies will not be included in the availability, but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and NOI/NPM will be provided to the availability locations (City and libraries), cds containing the document and a hard copy of the NOI/NPM will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOI will be provided to property owners and

residences within a 500-foot radius of the proposed project. A Draft State Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared and submitted to the City for review. The final form, along with the Draft IS/MND, will be submitted by CONSULTANT to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or included in this scope of work).

Deliverables:

- Draft NOI (assumed to be transmitted electronically with no hard copies)
- Final NOI
- Draft and Final Notice of Completion & Environmental Document Transmittal

4. Response to Comments

At the close of the public availability period for the Draft IS/MND, CONSULTANT will review and respond to all comments received. The comments will be responded to and incorporated directly into the Final IS/MND. It is assumed that no comments requiring legal review or requiring new analyses or from lawyers will be received.

Deliverables:

- Responses to comments (included in Final IS/MND)

5. Final Environmental Document

CONSULTANT will revise the IS/MND to respond to the comments and to document whether any changes to the project have occurred. The following submittals are assumed. If comments remain after the revised draft Final IS/MND then a revision workshop will be held to address any remaining comments.

Deliverables

- Draft Final IS/MND for review (electronic copy to the City)
- Final IS/MND for review (electronic copy to the City)
- Two hard copies and electronic copy of adopted Final IS/MND for City records/use

6. File Notice of Determination (CEQA)

CONSULTANT prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the County Clerk. The NOD will be prepared using the standard NOD format. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed. The CDFG filing fee has been included in the submitted cost estimate and is assumed to not exceed $2,600.

Deliverables

- Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

E. ENVIRONMENTAL PERMITTING

Based on our current understanding of the PROJECT, it is assumed that the proposed PROJECT will not require any Resource Agency Permitting.

F. RIGHT-OF-WAY SERVICES

1. Right-of-Way Engineering

Upon completion of the 65% Plans, the CONSULTANT will develop Final Right-Of-Way Requirements Map to show final proposed ROW with centerline survey alignment data and ROW limits. Final Right-Of-Way Requirements Map will display Assessor's Parcel Number, Property Owner Name, and display Stations and Offsets to identify the limits of:

- Right-Of-Way Acquisitions (full and partial)
- Slope Easements
- Temporary Construction Easements
- Drainage Easements
- Building Impacts
- Existing Easements (if any)

The CONSULTANT will also update detailed summary tabulation for the above ROW acquisitions, easements, and building impacts.

2. Legals and Plats

The CONSULTANT will submit Final Right-Of-Way Requirements Map and detailed summary tabulations to the Surveyor for the preparation of legal descriptions and plats. The Right-of-way requirements maps will also identify the parcels needed for rights-of-entry and easements. The map will be utilized by the Surveyor and Right-of-way Agent to prepare the documents necessary to obtain the ROW, rights-of-entry, and easements.

Assumptions

If the Relocation Impact Document (RID) prepared for the environmental document based on the preliminary engineering design requires full acquisition and relocation of all occupants, a separate right-of-way full acquisition and relocation scope and fee will be prepared to perform that work. *Currently, right-of-way scope and fee does not include this specific scope of work.*

3. Relocation Impact Document

- The PROJECT could result in impacts to the private properties resulting in displacement of residential and business occupants. CONSULTANT will prepare a relocation impact document (RID) for inclusion in the environmental document. The RID will include the following tasks:

- Provide an estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, and as available through Census or other available data, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and the handicapped when applicable.

- Provide an estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, consideration of housing of last resort actions would be identified.

- Provide an estimate of the number, type, and size of the businesses to be displaced and the approximate number of employees that may be affected.

- Provide an estimate of the availability of replacement business sites. If an adequate supply of replacement business sites is not expected to be available, the impacts of displacing the businesses would be considered and addressed. If the displaced businesses involve complex or lengthy moving processes, or

small businesses with limited financial resources and/or few alternative relocation sites, an analysis of these business moving problems will be addressed.

- Provide any special relocation advisory services that may be necessary, if any, the City may need to consider.

TASK 4 PHASE III –FINAL ENGINEERING DESIGN

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under DESIGN.

TASK 5 PHASE IV –BID PHASE AND CONSTRUCTION PHASE SUPPORT

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under FINAL BID PHASE and BID PHASE SUPPORT/CONSTRUCTION SUPPORT SERVICES.

OPTIONAL TASK

TASK 6 – TRAFFIC STUDY FOR SR-60 EASTBOUND OFF-RAMP CLOSURE AT FINDLAY AVENUE

The following items are additional scope items included as optional tasks. The following scope items supplements the items of work listed in the RFP under Phase I.

The CITY proposes to analyze the potential permanent closure of the California State Route (SR-) 60 Eastbound Off-Ramp to Findlay Avenue (Exit 6A) in the City of Montebello, in Los Angeles County. The CITY intends to study implementing various roadway improvements and access modifications within the study area in order to improve transportation circulation and safety on the adjacent city streets. The key feature of these improvements is the consideration to fully close the subject off-ramp in order to alleviate excessive traffic volumes and speeds at the downstream intersection and school crossing at Findlay Avenue.

According to the Caltrans latest ADT Ramp Volume database (2017), the average daily vehicle volume on the SR-60 Eastbound Off-Ramp to Findlay Avenue is in the range of 7,200+ vehicles per day. Applying Caltrans latest available peak hour volume data for the nearest postmile to the ADT indicates that approximately 500+ of these vehicles are exiting the freeway at this location during the AM/PM peak hours. In closing the eastbound Findlay Avenue off-ramp it is assumed that this traffic will be diverted to the nearest upstream and downstream ramps, at Atlantic Avenue and Garfield Avenue, respectively, and re-route to their destinations through the surrounding street system.

In accordance with Caltrans' traffic study requirements and standard procedures, the traffic analysis must therefore assess the potential short-, mid- and long-term impacts of permanently modifying the State Highway System access, evaluate viable alternatives, and develop potential mitigation measures to alleviate any identified significant transportation impacts of the conceptual improvements.

A. Meetings/Coordination

Stakeholder coordination during the development of the Traffic Study and Roadway Geometrics for the SR-60 Eastbound Off- Ramp Closure at Findlay Avenue.

B. Data Collection

1. Freeway Mainline Counts

CONSULTANT will conduct full vehicle classification counts (using video) for the

freeway mainline segments shown in Figure 1. The cameras will be mounted to existing fixtures along the roadside, such as street lighting poles. Mainline counts will be located upstream from the off-ramp study locations. Any notable queuing or congestion caused by traffic incidents on the freeway mainline or shoulder, back-propagation at the existing off-ramp study locations, or other pertinent delays will be analyzed during the quality assurance process after the equipment is retrieved from the field to determine if any re-counting is required. All video and automated traffic data will be tabulated to show daily directional traffic volume trends with respect to the three (3) off-ramp study locations, and broken down by 60-minute and 15-minute intervals.

Figure 1 - Count Locations

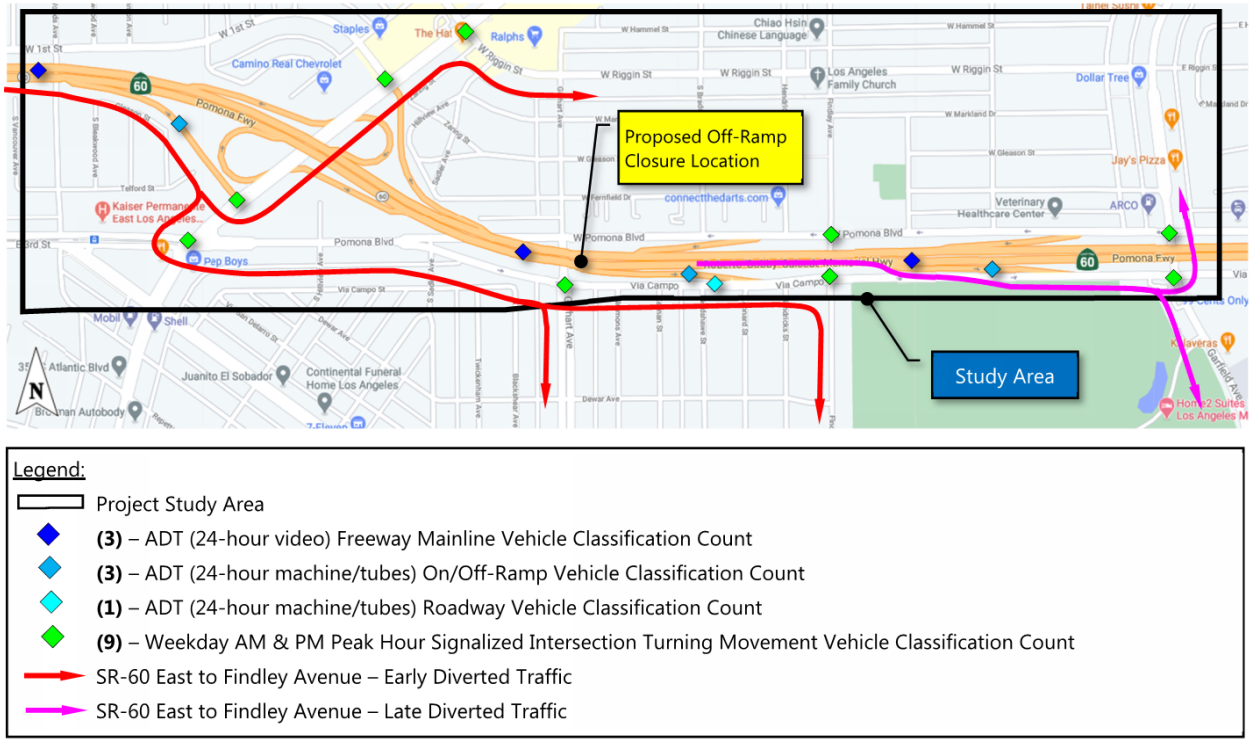


Table 1 - Proposed Traffic Data Count Locations

Count Location	Count Type	Data Type/Format
Eastbound SR-60 west of Atlantic Boulevard	Mainline 24-hour Count (ADT)	Video
Eastbound SR-60 west of Findlay Avenue		
Eastbound SR-60 west of Garfield Avenue		
Eastbound SR-60 Off at Atlantic Boulevard	Off-Ramp 24-hour Count (ADT)	Video/Tube
Eastbound SR-60 Off at Findlay Avenue		

Eastbound SR-60 Off at Garfield Boulevard		
Via Campo east of Bradshaw Street	Roadway 24-hour Count (ADT)	Tube
Atlantic Boulevard at Pomona Boulevard	Signalized Intersection Weekday AM/PM Peak Hours	Manual
Atlantic Boulevard at SR-60 Eastbound Off-Ramp		
Atlantic Blvd. at SR-60 WB Off-Ramp/1st Street		
Atlantic Boulevard at Riggin Street		
Via Campo at Gerhart Avenue		
Findlay Avenue at Pomona Boulevard		
Findlay Avenue at Via Campo		
Garfield Boulevard at Pomona Boulevard		
Garfield Boulevard at Via Campo		

2. Freeway Ramp Traffic Counts

CONSULTANT will conduct full vehicle classification counts (using video) for the freeway mainline segments shown in Figure 1, below. Together with the mainline traffic volume counts, the collection of ramp data will provide a sufficient data set to evaluate the effect of traffic diversions to adjacent ramp junctions, and the impact on weaving movements upstream from the proposed ramp closure location. consultant will also provide for one (1) roadway tube count on Via Campo near the off-ramp junction to Findlay Avenue.

Highway data will not be collected during holiday periods, inclement weather or where there is major on-going construction affecting the SR-60 freeway mainline, ramps or interchange areas with local intersections.

3. Manual Traffic Classification Counts

The CONSULTANT will conduct manual traffic classification counts. Manual vehicle classification turning movement counts, including truck classification, will be collected in the field through visual observation by consultant's traffic counters. Field personnel will collect the volumes using portable computers from observation stations at local intersections during the peak hours. CONSULTANT'S traffic counters will seek any opportunities to utilize video cameras at these locations to collect the volumes for office post-processing, and propose such counts to the City.

4. Permits

CONSULTANT will work with its traffic data collector to coordinate and expedite reviews and issuance of the necessary Caltrans and local Encroachment Permits to allow work within the public right-of-way. Obtaining permits in a timely manner is of critical importance to the field data collection effort. Caltrans usually requires a

"double permit" with the cooperation of the local agency, which takes about one to three weeks to process. CONSULTANT will coordinate with its traffic data collector to complete and submit the permit applications, which will outline the specifics of the field data collection program, including number and location of the traffic data collection equipment and personnel; start and completion days/dates; and general descriptions of our proposed field inventory and traffic counts activities including time-of-day for the work. Permits will be approved prior to placing any automated traffic data collection equipment or conducting any manual traffic counts within the public right-of-way. As part of the permit application(s), we will furnish and attach maps depicting the exact locations of video/machine tube counter placement, and proposed stations of any field personnel. Note: This work covers Caltrans/City permit application preparation only. Any actual permit costs will be billed to the Client and/or Agency.

C. TRAFFIC ANALYSIS

1. Existing Traffic Conditions Analysis Memorandum

The first memorandum will encompass a critical inventory of the project study area by consultant, and a review of all relevant collected data as described above. Submittal of this initial memo is critical both in terms of developing a clear understanding of the project, and to ensure proper recognition of all previous efforts and efficient use of previously collected data. CONSULTANT will coordinate with the Client to obtain the latest available Project Description and current design alternative(s). The initial traffic assessment of the existing conditions will include discussions and summaries of the following:

- Proposed Project Concept
- Existing Study Area traffic controls and roadway geometries
- Freeway Mainline, Ramp and Intersection Daily & Peak Hour Traffic Volumes
- Level of Service (LOS) of all study location
- Existing Queuing Analysis
- Traffic Data Appendices

2. Traffic Forecasting, Methodology and Assumptions Memorandum

Traffic Forecasting, Methodology and Assumptions Memorandum – Once the existing traffic conditions report has been submitted and filed by Caltrans,

CONSULTANT will prepare a traffic forecasting, methodology and assumptions memorandum to summarize the approach for the subsequent traffic operations assessment, and specifically the traffic forecasting component of the operational analysis. This task will include obtaining the latest SCAG regional travel demand model outputs and the underlying socioeconomic forecasts used in that model. This memo will describe the tools and procedures that CONSULTANT will use in developing the future-year traffic forecasts, and other operational inputs to use in analyzing the future conditions. The components of this report will include the following:

- Forecasting Analysis Study Area
- Analysis Scenarios
- Summary of Existing Traffic Data
- Development Forecasted Traffic Volumes (Growth Factors, Cumulative Project, Planned Near- and Long-Term Transportation Improvements, SCAG model post-processed data, etc.)
- Traffic Operations Analysis Methodology
- Next Steps – Discussion of Following Traffic Volumes Report
- Traffic Forecasting Sources and Reference Material

3. Traffic Volumes Report

After all comments and input are obtained and incorporated into the traffic forecasting/methodology memorandum, CONSULTNAT Will prepare a Traffic Volumes Report to document the final traffic volumes data, assumptions, and methodologies to develop the future traffic volumes which will be used in the traffic operations analysis. The components of this report will include the following:

- Existing Balanced Traffic Volumes Profile
- Comparison of Collected Data with Caltrans PeMS and Traffic Census Data
- Average Annual Daily Truck Traffic (AADTT) Summary
- Project Opening Year Traffic Volume Profile (No Build, Build)
- Horizon Year Traffic Volume Profile (No Build, Build)

4. Traffic Operations Analysis Report

The final traffic analysis report that CONSULTANT will prepare is the Traffic Operations Analysis Report (TOAR), which rolls up all of the previous efforts and memoranda into a final report detailing the anticipated traffic impacts of the project on the surrounding transportation system in the near-term and long-term. The components of this report will include the following:

- Project Description, Purpose and Need
- Study Area and Operational Analysis Network
- Summary Existing Conditions (Memo 1)
- Summary of Forecasting Methodology, Approach and Assumptions (Memo 2)
- Summary of Traffic Volume Inputs (Memo 3)
- Traffic Operations Impact Analysis – Freeway, ramp and local arterial intersection impacts during the Opening and Horizon Year Scenarios
- Tables and Exhibits
- Complete Appendices of All Tasks, including HCM/HCS Worksheets, Synchro LOS Worksheets and Queueing Analysis Calculations

Deliverables

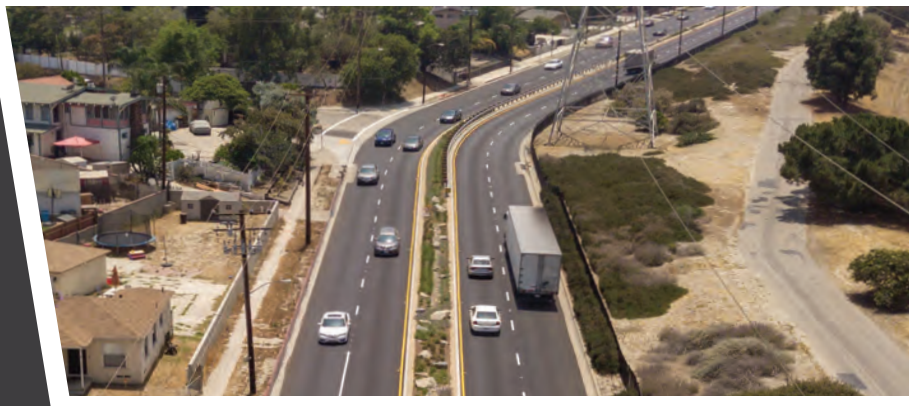
- Existing Traffic Conditions Analysis Memorandum
- Traffic Forecasting, Methodology and Assumptions Memorandum
- Traffic Volumes Report
- Traffic Operations Analysis Report

D. Roadway Geometrics

CONSULTANT will develop up to two conceptual roadway layouts for the SR-60 Eastbound Off-Ramp Closure at Findlay Avenue. The steps involved are Initial Concepts, Updated Concepts, Alternative Evaluation and Cost Analysis, CITY Selection of the Chosen Alternative, and Finalize Preliminary Design of the Build Alternative. The CITY will review the alternative evaluation and cost analysis deliverables and select the chosen alternative (i.e., Build Alternative).

Deliverables

- Initial and Updated Conceptual Roadway Layout
- Conceptual Utility Layout
- Conceptual ROW impacts
- Alternative Evaluation and Cost Analysis
- Finalized Preliminary Design of the Build Alternative



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ATTACHMENT C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3891
WITH NCM ENGINEERING CORPORATION

THIS AGREEMENT ("Agreement") is made and entered into on June 23, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and NCM Engineering Corporation, a California Corporation(hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to provide CITY with engineering services related to the bus turnout lane on Garfield Avenue near Via Campo; and

WHEREAS, the City issued a Request for Proposals No. 21-27 for the Garfield Ave & Via Campo Bus Turnout Lane Project on January 21, 2021 ("Request for Proposals"); and

WHEREAS, CONSULTANT is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated February 18, 2021, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT 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. CONSULTANT shall be compensated a sum not-to-exceed Eight Hundred Seventy-Two Thousand Four Hundred Seventy-Three Dollars ($872,473.00) (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to

CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

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

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date"), and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

SECTION 3. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. 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. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years following the end of contract period, unless otherwise provided for in

Exhibit "A." Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT 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 CONSULTANT. 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 CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT 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. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by 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. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the

nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT 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 CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account. CONSULTANT 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, 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. 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 CONSULTANT 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 CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any “non-refundable” costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such “non- refundable” costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be 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 CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT 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 CONSULTANT except as expressly set forth in this Agreement. CONSULTANT 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 CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of 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 CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

CONSULTANT 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 CONSULTANT'S
negligence, recklessness, or willful misconduct t, excepting claims and liabilities arising out of the active negligence, sole negligence, or willful misconduct of CITY. This section shall be interpreted and enforced in accordance with California Civil Code section 2782.8.
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SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT 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 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)**: 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT 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 CONSULTANT'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, CONSULTANT 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, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

CONTACTOR 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT 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. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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 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. 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.

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 CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY,

its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT'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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT'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 CONSULTANT to comply with this section.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY unless otherwise provided for in CONSULTANT's proposal. 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 CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through

good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in

any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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 21. <u>NOTICE.</u>

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

CONSULTANT
Mohan Char, PhD, PE
CEO/Project Manager
9850 Research Drive
Irvine CA 92618

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT 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. CONSULTANT will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT 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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

CONSULTANT 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 CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and 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.

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONSULTANT

_____
Mohan Char
Chief Executive Officer

Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”
Scope of Services

NCM Engineering Corp
9850 Research Drive
Irvine, CA 92618
Tel: (949) 294-7358

ELECTRONIC PROPOSAL SUBMITTAL FOR

City of Montebello
Garfield Ave –Via Campo Bus Turnout Lane
Engineering Design Services
RFP No. 21-27

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

Tel: (323) 887-1462
E-mail: jenriquez@cityofmontebello.com

Thursday, February 18, 2021

TEMESCAL CANYON IMPROVEMENTS

PARAMOUNT BLVD MEDIAN IMPROVEMENT

BOULDER AVE IMPROVEMENTS

CAJALCO ROAD WIDENING, I-215
TO TEMESCAL CANYON ROAD

EL CAMINO REAL WIDENING

TECHNICAL PROPOSAL

Prepared For:

CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT

ENGINEERING DESIGN
SERVICES FOR

GARFIELD AVE & VIA CAMPO BUS TURNOUT LANE

RFP No. 21-27

FEBRUARY 18, 2021

Prepared by:

NCM

www.ncmcivil.com

9850 RESEARCH DRIVE • IRVINE, CA 92618 • 949.294.7358

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Cover Letter

Prepared by:

NCM

www.ncmcivil.com

Cover Letter

NCM Engineering Corp
www.ncmcivil.com

Thursday, February 18, 2021

Attn: James Enriquez, PE, Director of Public Works/ City Engineer
CIty of Montebello
Public Works Department
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-4640
E-mail: jenriquez@cityofmontebello.com

RE: Technical Proposal | RFP No. 21-27: Garfi eld Ave & Via Campo Bus Turnout Lane Engineering Design Services

Dear Mr. Enriquez and Members of Selection Committee,

NCM Engineering Corp (NCM), **A SOUTHERN CALIFORNIA FIRM** with offi ces in Riverside, Orange, and San Diego Counties, is privileged to submit our Technical Proposal the ***Garfiel d Ave & Via Campo Bus Turnout Lane Engineering Design Services (Project)***. Timely and successful delivery of this project is critical to meet City's commitments. With that in mind, we have assembled a team of highly qualifi ed and committed staff to support City's eff orts "to get this Project done". We are excited to present NCM and our group of talented subconsultants (**the NCM Team**) for the Project.

NCM fully understands the City's work proposal, as evidenced in our *Conceptual Design Alternatives* presentation in the *Project Understanding and Approach Section* of this Technical Proposal. We have assembled a very strong team of engineers and technical experts led by our **Project Manager, Mohan Char, PhD, PE**. Our team's previous roadway/ civil/freeway/bridge projects experience with many Southern California Counties (Los Angeles, Riverside, Orange, San Diego), Cities, Metropolitan Planning Organizations (LA METRO, RCTC, SBCTA, OCTA), and Caltrans (HQ, Districts 5, 6, 7, 8, 9, 10, 11 & 12), resource agencies, utilities, and as designers of many successful recent projects will prove invaluable to the City and the proposed project.

NCM meets and exceeds the characteristics established in the Selection Criteria

NCM is THE TEAM and is THE RIGHT CHOICE, because we offer the City the following distinct benefits:

- The right Project Manager in Mohan Char
- A highly-qualified team with substantial, recent relevant experience and relationships
- Innovative technical staff with proven local experience
- A successful track record of project delivery through hundreds of projects (all phases) delivered in Southern California
- Design innovations to reduce project costs and accelerate schedule.
- A strong understanding of City's requirements
- Thorough understanding of Caltrans, County, and all other relevant design standards, policies and procedures
- Extensive experience working with LA Metro funded projects.

Team-Oriented, Consensus-Building Project Manager

We propose Mohan Char, PhD, PE as Project Manager. Mohan is proactive, responsive, results-oriented, and fully committed. Mohan has successfully delivered a multitude of roadway and bridge projects in his career, with a majority here in Southern California. His close working relationships with local cities, counties, Caltrans, MPOs, and other local agencies provides:

- Extensive knowledge of your priorities, goals, and objectives.
- In-depth understanding of City, LA Metro, and Caltrans' requirements, approval process, procedures, design guidelines, and state/Federal regulations.
- Intimate knowledge and understanding of key stakeholders and local agencies.
- The right skill to manage task order delivery purchase orders with the capability to handle various types and sizes of projects.

"Mohan is gifted in is ability to analyzeproject delivery issues and effectively resolving them before they become impediments to schedule."

Mohan is a proactive Project Manager who has dedicated 26 years of his career to the planning, engineering, and design of large mul-disciplinary transportation projects. He is a highly regarded highway/roadway engineer in the State, with skills in consensus building, working with numerous public agencies to obtain approvals, and a vast knowledge of how to formulate collaborative efforts to keep a project moving forward to successful completion for all stakeholders involved. He brings tremendous value-added benefits from his recent relevant experience.

Technical Staff that is Innovative, Experienced, and Committed

We have hand-selected experienced professionals who not only understand the specific challenges within Orange County and the importance of your program, but also know how to work with County, Caltrans', and stakeholder staff. Each of our key staff averages more than 20 years of experience in their respective fields and bring lessons learned delivering transportation projects in Southern California.

Our key personnel — Mike Crull, *Edward Ng, Nick Haigh, Mark Stiller, Brian Calvert, Stephen Bise, Steve Hansen, Jack Packwood, Curt Scheying, Roy Guinaldo*, and others will provide leadership, project management, subject matter expertise, and design oversight. Our experience and established relationships will prove invaluable to the City and project and key to achieving timely project approvals.

The Breadth and Depth Of Our Technical Resources

NCM Team has a vast depth of resources located in Southern California area. In fact, the entire NCM team is based in either LA or neighboring Counties. This project will be managed and produced by Southern California staff with right and relevant experience in every potential aspect of this contract. This gives our team the ability to flexibly deliver all aspects of this project, regardless of timing.

NCM has delivered countless highway projects throughout Southern California covering every phase of work.

Track Record of Delivering Projects on Schedule and Budget

NCM has the knowledge, expertise, and capability to prepare and review project work plans, provide staff augmentation support if needed, lead/support any project development phase (such as Feasibility Studies, Alternatives Analysis (AA), Project Study Report-Project Development Support [PSR-PDS]; Preliminary Engineering Report (PER), Project Approval [PA]/Environmental Document [ED]; Plans, Specifi cations, and Estimate [PS&E]; and Technical Studies of roadway, civil, and bridge projects); and prepare discretionary grant applications for state and federal funds. NCM principals and key staff are recognized leaders delivering award winning engineering projects throughout California and have delivered projects for a wide spectrum of clients more than $2 billion in construction costs. We will leverage this signifi cant experience to assist City with the successful delivery of this Project.

Strong Relations with LA Metro (and other MPOs), Southern California Counties, Caltrans and Stakeholders

NCM has a strong history of delivering projects to Southern California local agencies. Our team members will leverage our unique insight and well-established long-term relationships to eff ectively coordinate delivery of this project. We have delivered hundreds of projects (all phases of design and product development) to Southern California Counties (Los Angeles, Orange, Riverside, San Diego), and Caltrans. Collectively, our team also has strong relations with various Cities and other stakeholders (utilities, resource agencies etc.) that will help us provide context-sensitive solutions that build consensus. If the City obtains Federal Funds at a later time, they are unique and bring their own set of challenges. The funds are administered through Caltrans Local Assistance and Headquarters, and therefore thorough understanding of Caltrans processes and how to align them with City's requirements is critical for successful and timely delivery. Our proposed Project Manager Mohan Char, brings knowledge and substantial depth of experience having managed and help deliver over a broad spectrum of federally funded projects for multiple agencies similar in complexity and characteristics of City's project.

NCM will serve as the prime consultant and Mohan will be your single point of contact responsible for all managerial, administrative, contractual, and technical matters on the potential assignments. We have the requisite senior and specialty staff , as well as depth of staff to enable us to expeditiously respond to the City's needs.

Proposal Contact: Mohan Char, PhD, PE, CEO/ Project Manager, 9850 Research Drive, Irvine, CA 92618
Tel: 949.546.0822, Cell: 949.294.7358, Fax: 951.459.3064, mohan.char@ncmcivil.com

SOQ Certifi cation: I, Mohan Char, as an offi cer of NCM Engineering Corp, certify under penalty of perjury under the laws of the State of California that all information contained in this SOQ is truthful, accurate and complete.

We look forward to the opportunity to work with the City of Montebello.

Sincerely,

On behalf of NCM,

Mohan Char, PhD, PE
CEO/Project Manager

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Organization and Technical Qualifications of the Team

Prepared by:

NCM

www.ncmcivil.com

Organization and Technical Qualifications of the Team

RFP Section Criteria Addressed in this Section

- *Responsiveness to Request for Statement of Qualifications.*
- *Identification of key staff, including major subconsultants.*
- *Demonstrate that the proposed staff has experience managing and/or working on, as applicable, public infrastructure improvements projects in similar assingnments, including experience dealing with public agencies and the general public.*
- *Demonstrate that key team members have experience serving public agencies in various capacities, are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.*
- *Demonstrate our team will provide turn-key services and will serve as the single point of contact and responsible party representing the City, under Direction of the City staff.*

High quality work – on time and within budget
Mohan has demonstrated time and again an effective ability to deliver innovative and cost-effective solutions for his clients. He not only meets but consistently exceeds his clients' expectations.

Firms do not deliver projects, people do.

By studying which staff would provide the City the greatest value, NCM assembled the firms which have the right people with the right knowledge, experience, and mindset to provide the capabilities the Engineering Design Services for Garfield Ave and Via Campo Bus Turnout Lane will demand.

Project Manager

Starting with our Project Manager, our goal is to provide the City with a person who has successfully lead abd managed a multitude of local street, major arterial, interchange and freeway projects, who understands how to navigate the City and stakeholder approval process and who is familiar with the latest City, County and Caltrans requirements. That person is **Mohan Char, PhD, PE** who has more than 26 years of experience leading multidisciplinary planning and design efforts throughout Southern California which have required significant coordination with Caltrans (Districts 7, 8, 11 and 12), Metropolitan Planning Organizations (LA Metro, RCTC, OCTA, SBCTA), counties (Riverside, San Bernardino, San Diego, Orange, Los Angeles), State and federal resource agencies and local cities. Having worked on major roadway and freeway projects in various Capacities, Mohan has developed a specialized expertise that allows him to quickly assess the complex issues that arise and deliver workable solutions. Most recently, Mohan served as Contract Manager for County of Riverside's two segments of Temescal Canyon Road Widening — Dawson Canyon and Dos Lagos and Grapefruit Boulevard Widening, and as Project Manager on Caltrans' 5th and 6th Street Barrier Rail Replacement and associated improvements, and as Project Manager City of Highland's Boulder Ave Roadway Improvements — all of which had several design elements very similar to City's project. In addition, all these projects had sunset dates on many of its funding sources which required design to be completed under a highly accelerated schedule. Mohan beat the funding deadlines and successfully took the projects to completion.

Mohan's approach emphasizes a cohesive team that works towards a common goal. Mohan's proactive style, flexible thinking, ability to build consensus and dedicated on to leading a unified team will be critical to helping the City effectively navigate any complex process and deliver all components of any project.

Mohan will manage project contracts, budgets, subconsultants, and design teams, and he will coordinate with stakeholders to build project consensus and keep the project on schedule and within budget. He will ensure the team remains agile and flexible to seamlessly integrate and accommodate the changing needs of the Projects as and when they happen.

Mohan is supported by veteran technical leaders and others who have worked as a team on many projects for Caltrans and local agencies over many years. Together we are confident that we can leverage our close, collaborative working relationships — both between our firms and with the City— to obtain the swift stakeholder approvals required for improving Garfield Ave and Via Campo Bus Turnout.

These technical leaders will serve as a fresh set of eyes on interconnected elements of the project. In effect, we are not starting from scratch on any aspect. We will instead build upon City's conceptual layout in the RFP and lessons learned, then leverage that background so we can efficiently consider innovative solutions or design enhancements to advance the project quickly.

Key Staff / Technical Leaders

Our key staff include the following technical leaders:

Mike Crull, PE, ***Roadway Lead***. Mike has spent most of his 39-year illustrious career working with transportation agencies on the design of transportation infrastructure and service improvements in various roles. Mike serves

NCM's transportation clients to provide infrastructure solutions from programming to final design and construction support. Specifically, this includes working with transportation agencies in Southern California to plan, secure funding, design and implement new or improved infrastructure. His approachable style, attention to detail and ability to think outside of the box has earned him a reputation for building stakeholder consensus, producing high-quality work and delivering creative solutions to complex challenges.

Edward Ng, PE, *QA/QC & Technical Advisor.* Ed has dedicated 42-years of his career to the planning, and design of roadway, highway, and transit related infrastructure projects. His expertise lies in multi-disciplined capacity improvement projects related to roadways, highways, transit facilities, drainage, water systems, minor structures, major utilities and environmental permitting. In addition, he has exceptional knowledge and experience in all areas of project development and delivery, team and stakeholder coordination, and trusting relationships with third parties. His solid background brings immense knowledge needed to any project to resolve complex challenges particularly considering the time and budgetary constraints the agencies face routinely.

Nick Haigh, PE, *Roadway Project Engineer.* Nick brings over 27 years of transportation and roadway geometrics experience, including extensive Caltrans design experience encompassing all facets of project delivery — planning and preliminary engineering to final design to bid & construction support. Over the years, he has served as the roadway lead on multitude of Caltrans On-Call Task Orders from Districts 6, 7, 9, 10, and 11 which have been successfully delivered. Recently, he has been serving in the role of technical lead on many of local agency roadway projects in Southern California.

Mark Stiller, PE, *Structures Lead.* Mark is an outstanding bridge engineer with stellar reputation with a wide spectrum of clientele. He is known for his innovative thinking and is always at the forefront of solving complex project challenges. He has successfully managed and delivered all facets of bridge and structure projects from conception to construction encompassing planning, preliminary engineering, final design, and construction support. He has unparalleled experience delivering Caltrans and local agency projects throughout Southern California.

Stephen Bise, PE, *Traffic Lead.* Stephen has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/striping, and planning for future development.

Our assembled team ensures the successful outcome of this project by providing the following:

- **Mohan Char, an experienced, dedicated, and available** project manager who has led several projects locally.
- Key personnel who have firsthand knowledge of local engineering and environmental requirements, a proven record of delivering numerous transportation projects involving multidisciplinary teams, and who will coordinate to develop the most suitable technical and cost-effective solutions.
- **Technical support staff that has in-depth experience** with various project development phases and the ability to respond quickly to the project needs.

Brian Calvert, *Environmental Lead.* Brian has over 26 years of experience preparing environmental documents and specializes in transportation projects has focused nearly exclusively on projects involving Caltrans and FHWA (prior to NEPA delegation) having worked on over forty transportation projects in his career. Brian has managed ICF's several environmental on-call contracts with Caltrans and local agencies, where he has proven his ability to deliver projects on schedule and within budget. Brian's broad experience managing the planning and environmental work for transportation projects gives him a comprehensive knowledge of all relevant resource areas.

Roy Guinaldo, *Right-of-Way Coordination Lead.* Roy's 30 years of experience and expertise lies in management of critical relocation paths for transportation and development projects. He has provided acquisition and relocation assistance ensuring compliance with applicable federal, state, and local guidelines. Roy has completed complex relocation cases for both commercial and residential owners/tenants. He has through understanding of the preparation and review of relocation claims/notices, property mapping and materials research, document preparation, escrow and title coordination, database, and records management.

Keith Hansen, PE, *QSD, QSP, Drainage/Water Quality Lead.* Keith as 23 years of civil engineering experience, all with O'Day Consultants, a DVBE fi rm, in the design and management of public works and CIP projects His practical engineering experience in the areas of street and highway design, site development, utilities, storm drain hydrology and hydraulics, and various construction methods. Keith has a proven track record of managing and delivering complex projects on time and within budget to various local agencies in Southern California. Keith has practical knowledge of Caltrans standards and procedures. As a Certified QSP/D, Keith prepares, oversees, and implements many Storm Water Pollution Prevention Plans (SWPPPs) on a wide variety of transportation projects.

Jack Packwood, QSD, CIH, *Hazardous Waste Lead.* Jack's 16 years of experience encompasses managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. Jack offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management.

Curt Scheyhing, PE, GE, *Geotechnical Lead.* Curt has more than 25 years of experience including project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports. He specializes in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain, and has prepared numerous geotechnical investigations and reports following Caltrans standards.

Availability

Availability of Key personnel

The NCM Team is committed to providing the City with a comprehensive team of well qualified staff that is experienced in all the necessary disciplines to deliver this project. All key team members are locally based, maintain ongoing relations with many stakeholders, and proven project delivery credentials. Our organizational structure mimics other successful programs and projects that we have delivered or are currently working on, such as San Diego and Riverside Counties' As-Needed Engineering Services Contract, Orange County's On-Call Architect Engineer (A-E) Services, Caltrans District 7 Multi-Phase Barrier Rail Replacement Services. These contracts encompass every phase of project delivery and include services very similar in nature to those being requested. Below is each key staff availability for this project (***Figure 1***).

Availability of key personnel is based on the average over the life of the contract, and each key person will be fully committed during the execution of their tasks and are shown in the organizational chart. We further guarantee that no person designated as key to the project will be removed or replaced without the prior written consent from County.

Organizational Chart

Key and other discipline leads proposed for this project have been carefully selected based on best expertise and relevant experience, as well as proven abilities to work together as an integrated team. **Our team is organized to deliver the right people at the right time.** Our resources are flexible, responsive, local, and comprised of highly respected firms and individuals. Our key personnel form the framework of the organization, and the additional staff represent further resources that are available for this project. The organizational chart also indicates the functional authority, lines of communications and responsibility of each position.

The organizational chart is presented on the next page in ***Figure 2- NCM Team Organizational Chart*.** Resumes of key personnel are provided in tabular format following the Organizational Chart.

Figure 1 - *Availability of Key Personnel*

KEY PERSONNEL	CURRENT COMMITMENT	AVAILABILITY AT THE TIME OF NTP
Mohan Char	50%	60%
Michael Crull	65%	55%
Edward Ng	15%	75%
Nick Haigh	60%	50%
Mark Stiller	40%	60%
Steve Bise	50%	70%

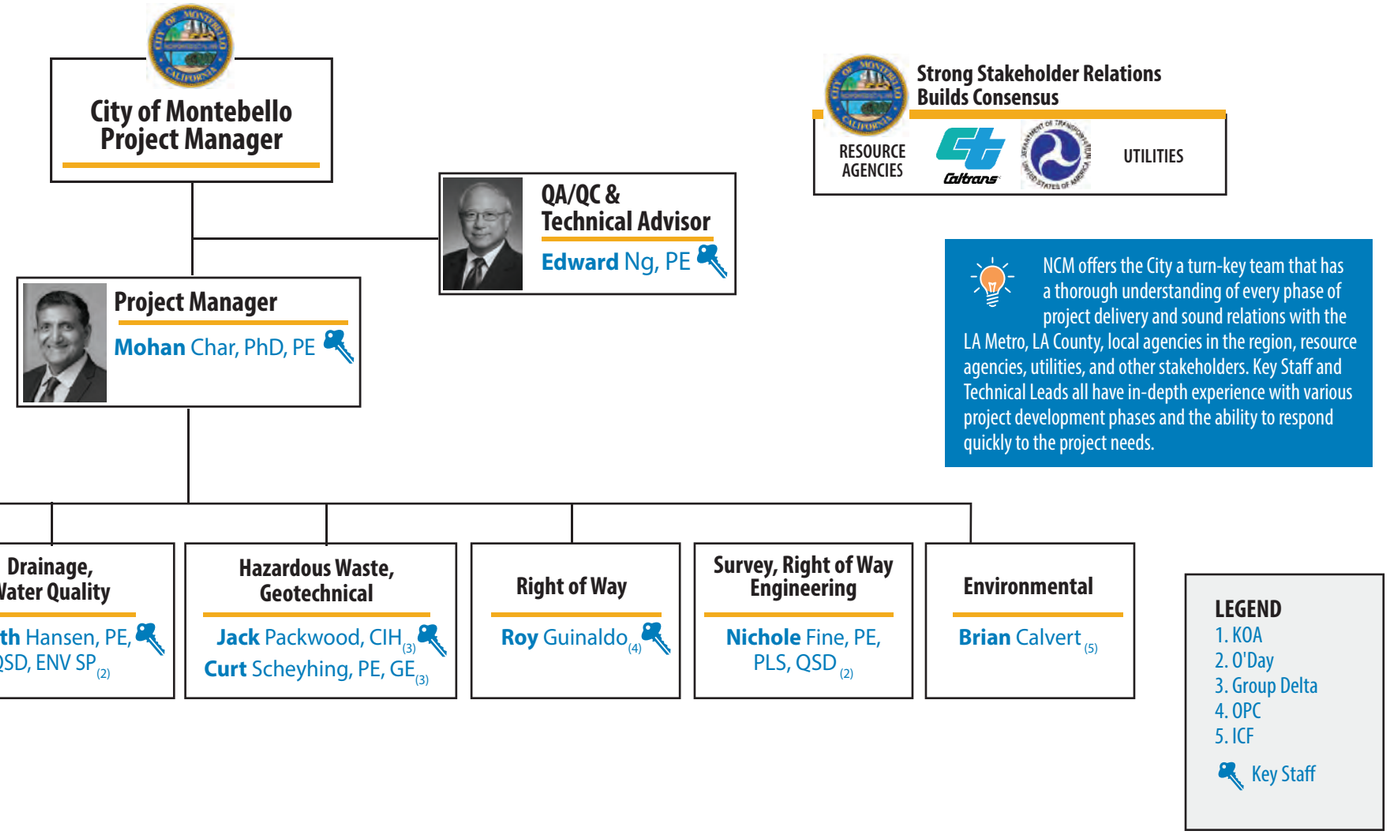
KEY PERSONNEL	CURRENT COMMITMENT	AVAILABILITY AT THE TIME OF NTP
Brian Calvert	50%	70%
Keith Hansen	50%	60%
Jack Packwood	60%	40%
Roy Guinaldo	65%	60%
Curt Scheyhing	70%	50%

Figure 2 - *NCM Team Organizational Chart*

The Right Leadership

NCM has assembled a top team of personnel with County, LA Metro and Caltrans District 7 experience to lead our assigned tasks. We selected our project manager, Mohan Char PhD, PE, based on his reputation for managing multitude of contracts (project specific, on-call contracts, design-build) while meeting quality, budget and schedule constraints.

After selecting Mohan to lead this contract, he identified a team he trusts to serve as task leads based on their skillsets and availability. This qualified, motivated team — as shown in the organization chart here— has previously worked together and demonstrated the capability and know-how to successfully deliver any project, regardless of size or complexity. Our key task leads have 40% to 75% availability depending on their level of discipline responsibility for this contract and will be supported by additional support staff providing flexibility to support multiple, concurrent tasks.



Ed Ng, PE
QA/QC & Technical Advisor

Value Added
Known for out of the box thinking and innovative designs to solve complex project challenges. His depth of experience, attention to detail, and proactive coordination efforts result in thorough, high-quality project documents that minimize change orders and help keep clients' construction projects on budget and on schedule.

Michael Crull, PE
Roadway Lead

Value Added
Mike manages and delivers innovative and sustainable projects involving highway, bridge, roadway and transit systems. He understands various engineering requirements and standards, and will bring this knowledge to City's Project. He has led multi-discipline teams for the development of PS&E for Caltrans, MPOs, RTAs, counties, and cities.

Nick Haigh, PE
Roadway

Value Added
Expert in the preparation of project initiation, approval, and design documents, including PSRs, project reports, and PS&E; and involved in document preparation, review coordination, QC, and client relations.

Mark Stiller, PE
Structures

Value Added
Expert in the preparation of project initiation, approval, and design documents, including PSRs, project reports, and PS&E; and involved in document preparation, review coordination, QC, and client relations.

Stephen Bise, PE (1)
Traffic Lead

Value Added
Contract and Task Manager for various on-calls with LA, Orange, and Riverside County's, including various stages and segments on the LA River Bikeway gap closure.
Recent experience managing a $20 million complete streets project along Foothill Boulevard in the City of Claremont. The design completely transformed one of the City's busiest arterials.

Keith Hansen, PE, QSD (2)
Drainage, Water Quality Lead

Value Added
Over 25 years of solid experience in design and management public works projects in Southern California.
Experience includes grading, drainage, and storm water quality design as well as dozens of miles of streets, including new construction, widening and realignment of existing streets, and green street design.

Jack Packwood, CIH (3)
Hazardous Waste Lead

Value Added
Managed all hazardous waste due diligence and site investigation for the I-10 Corridor project which included 33 miles of highway from Pomona to Redlands.
Served as Environmental Compliance Manager for the LACDPW Construction Division, and ensured that construction projects throughout Los Angeles County were designed and built in compliance with applicable environmental laws, regulations, and permits.

Curt Scheyhing, PE, GE (3)
Geotechnical Lead

Value Added
25+ years of unparalleled experience including project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports.

Roy Guinaldo (4)
Right of Way

Value Added
Superior knowledge of all facets of right of way acquisition services. Currently serving as lead Broker in the sales and disposition of surplus property associated with Riverside County Transportation Commission (RCTC) SR-91 Corridor Improvement Project.

Brian Calvert (5)
Environmental Lead

Value Added
25+ years of experience in planning, organizing, and directing the activities of a team of environmental planners working within multidisciplinary project development teams, and managing the State and Federal environmental compliance process for complex and controversial transportation projects.

Resumes, Qualifications, and Experience of Key Staff

The NCM Team is committed to providing the City with a comprehensive team of well qualified staff that is experienced in all the necessary disciplines to deliver this project. All key team members are locally based, are fully committed and available to support in the role and capacity for which they have been identified. Availability of key personnel is based on the average over the life of the contract. We further guarantee that no person designated as key to the project will be removed or replaced without the prior written consent from the City.

NCM commits Mohan and the key personnel for the duration of the projects, so as not to interfere with delivery of the project on schedule and within budget.

Mohan Char, Project Manager

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 26	CURRENT FIRM: 7	BS, MS, PhD	PE (CA 057894)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mohan has spent most of his 26-year career working with transportation agencies on the design of transportation infrastructure and service improvements in various roles. Mohan serves NCM's transportation clients to provide infrastructure solutions from programming to fi nal design and construction support. Specifically, this includes working with transportation agencies in Southern California to plan, secure funding, design and implement new or improved infrastructure. His approachable style, attention to detail and ability to think outside of the box has earned him a reputation for building stakeholder consensus and producing high-quality work Having worked on countless project specific and On-Call/As-Needed Contracts encompassing 100s of projects in various capacities, Mohan has developed a specialized expertise that allows him to quickly assess the complex issues that arise and deliver creative solutions. His representative projects include: *As-Needed Engineering Services for FHWA Funded Projects (County of San Diego), On-Call Engineering and Environmental Services (County of Riverside), Boulder Ave Improvement (City of Highland), Multi-Phase Project Specific Services (Caltrans District 7)*.

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Michael Crull, Roadway Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 39	CURRENT FIRM: 3	BS, MS	PE (CA #34522)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mike has more than 39 years of experience leading multi-disciplinary planning and design efforts throughout Southern California and has worked on more than 30 interchanges and over100 miles of major roadway and freeway extensions. Mike has successfully managed and delivered local street, major arterial, interchange, and freeway projects that have required significant coordination with Caltrans (Districts 7, 8, 11 and 12), Metropolitan Planning Organizations (LA Metro, RCTC, OCTA, SBCTA), counties (Riverside, San Bernardino, San Diego, Orange, Los Angeles), state and federal resource agencies and local cities. Many of his projects have been recognized for engineering excellence and innovation by ASCE, APWA, ACEC, and the FHWA. His experience spans all types of project delivery methods including design-bid-build, design sequencing and design-build. Most recently, Mike was the engineering manager for recently completed Riverside County's Temescal Canyon Road Widening – Dawson Canyon and Dos Lagos.

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Edward Ng, QA/QC, Technical Advisor

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 44	CURRENT FIRM: 7+	BS	PE (CA #46767)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Ed's professional civil engineering experience spans both government and private consultant engineering. His work experience includes the management and design of freeways, highways, roadways, transit facilities, drainage systems and water systems, as well as building and retaining wall structures. His tasks have included geometric layout production; report preparation (including project reports and project study reports); preliminary and final design; utility coordination; drainage design; structural design; surveying; right-of-way coordination; and preparation of plans, specifications and estimates. His experience comes from a variety of projects, including roadway improvements, new freeways, interchanges, freeway widening, and bridge projects. His representative projects include: Grapefruit Boulevard Pedestrian Improvement (County of Riverside), Fred Waring Drive Widening (County of Riverside), Magnolia Ave Grade Separation (County of Riverside), Monte Vista Ave Grade Separation (City of Montclair), Boulder Ave Improvement (City of Highland).

PROJECT KEY ELEMENTS	
COUNTY/CITY/CALTRANS/METRO	✓
PAED/PS&E	✓
DRAINAGE/WATER QUALITY	✓
TRAFFIC	✓
ENVIRONMENTAL	✓
UTILITIES/RIGHT OF WAY	✓

Nick Haigh, Roadway

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 29	CURRENT FIRM: 3	BS	PE (CA #71673)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Nick has broad experience working on roadway improvement projects for Caltrans and local agencies in Southern California of all sizes and levels of complexity. He consistently designs project alternatives, geometric layouts and final plans which meet all the clients' objectives in terms of cost-effectiveness and constructability. He has experience with all phases of project delivery for Caltrans, from project study reports (PSRs) to project reports to PS&E submittals and finally to construction support services. Recently his innovative thinking provided design alternatives for ADA Curb ramps on an existing roadway in downtown Los Angeles that was constrained by steep existing roadway grades and underground utilities. His representative projects include: Sierra Ave Widening (City of Fontana), SR-52 Widening (Caltrans District 11), I-605/Valley Boulevard Interchange Improvement (LA Metro/Caltrans District 7).

Mark Stiller, Structures Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 14	CURRENT FIRM: 7	BS	PE (CA #75935)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Mark brings overr 14 years of solid experience and is an outstanding lead bridge engineer with superior technical skills and is known for his innovative thinking and always at the forefront of solving complex project challenges. He has successfully managed and delivered all facets of bridge and structure projects from conception to construction encompassing planning, preliminary engineering, final design, and construction support. He has unparalleled experience delivering Caltrans and local agency projects throughout the Inland Empire (RCTD, RCTC, SBCTA, Highland, Montclair, San Bernardino, Fontana, Riverside, Corona, Rialto, and Moreno Valley) under jurisdiction of Caltrans District 8. He has built a successful track record of high profile of projects in the past few years -I-15 Express Lanes Design-Build, Monte Vista Ave Grade Separation, Union Station/Patsaouras Plaza Busway Bridge Design-Build where his design innovations contributed to significant cost and scehdule savings. He was the lead engineer responsible for updating 2010 Caltrans Standard Plans to 2015 and then to 2018 Standard Plans.

Stephen Bise, Traffic Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
KOA	TOTAL: 15	CURRENT FIRM: 14	BS	PE (CA #76775), TE (TBD)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Stephen Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/striping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Stephen's keys to success include clear, concise communication and diligent quality control.

Stephen is currently managing a team of consultants on a $20 million complete streets project along Foothill Boulevard in the City of Claremont. The design completely transformed one of the City's busiest arterials. He also has experience as Contract and Task Manager for various on-calls with LA, Orange, and Riverside County and has participated in various stages and segments on the LA River Bikeway gap closure.

Brian Calvert, Environmental Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
NCM	TOTAL: 26	CURRENT FIRM: 16	BA, MEP	NA

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Brian has extensive experience preparing environmental documents and specializes in transportation projects involving Caltrans, having worked on over forty transportation projects in his career involving Caltrans and FHWA (prior to NEPA delegation). Brian has managed ICF's environmental on-call contract with Caltrans District 8, RCTD and RCTC, where he has proven his ability to deliver projects on schedule and within budget. The environmental documents and reports he has prepared to meet federal (NEPA) and state (CEQA) regulations require the interpretation and analysis of environmental, social and cultural data, and the presentation of this information in a clear and concise manner that conforms to established regulations and legislation. His representative projects include: Grapefruit Boulevard Pedestrian Improvement (County of Riverside); Gilman Springs Road Improvement (County of Riverside); Hamner Ave Bridge (Replacement) (County of Riverside), Mission Boulevard Bridge (Replacement) (County of Riverside), Cajalco Road Widening (County of Riverside).

Keith Hansen, Drainage, Water Quality Lead

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
O'DAY CONSULTANTS	TOTAL: 23	CURRENT FIRM: 23	BS	PE (CA #60223), QSD/QSP (CASQA #181)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Keith has 23 years of experience in the design and management of public capital improvement projects from conceptual planning through design and implementation, including publicly owned electric utilities, freeway interchanges, grade separations, and large scale developments.

Over the course of his distinguished career, Keith has developed strong relationships with project stakeholders. He is highly skilled at negotiating to provide for utility relocations, acquire necessary right-of-way, and secure funding agreements. He has developed proven strategies to overcome the complexities that frequently occur in a project with utility relocation, permitting, and construction aspects. Additionally, he brings extensive experience in grading, drainage, erosion control, Low Impact Development (LID), and street improvement plans. His project experience profile includes: Aviara Parkway Widening (City of Carlsbad), Melrose Drive Widening (City of Carlsbad), 43rd Street & Logan Ave (City of San Diego), 43rd Street and Orange Ave (City of San Diego), Grand Ave Improvements (City of San Marcos).

Roy Guinaldo, Right of Way

FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
OPC	TOTAL: 33	CURRENT FIRM: 19	Real Estate	Real Estate Broker (CA#00986344)

PROJECT KEY ELEMENTS

COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
✓	✓	✓	✓	✓	✓

QUALIFICATIONS AND EXPERIENCE SUMMARY

Ray has over 30 years of real estate experience and is knowledgeable of municipal and governmental procedures and regulations relating to property acquisition (full- and part-takes) and excess land dispositions. He is responsible for both residential and commercial acquisitions in public and private sector client acquisition projects and is knowledgeable of the relocation procedures for both residential owners and tenants. He provides training to OPC staff and is bi-lingual (English/Spanish). His recent representative projects include:I-10 Express Lanes Design-Build Project (SBCTA), SR-91 Corridor Improvement Project (RCTC), and Pedestrian Gap Closure Improvements (City of Lanacaster).

Jack Packwood, CIH Hazardous Waste Lead	FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
	Group Delta	TOTAL: **16**	CURRENT FIRM: **8**	BS, MS, MS	CIH, CPESC, REA II

QUALIFICATIONS AND EXPERIENCE SUMMARY

Jack is experienced in managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. He offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management. He is well versed in the field of industrial hygiene, including the anticipation, recognition, evaluation, and control of environmental and occupational exposures and hazards. He has experience in water quality including NPDES compliance, stormwater compliance related to industrial or construction activities, groundwater and surface water quality monitoring, and wetlands management. he also has extensive field experience including construction site environmental management; sampling of soil, soil vapor, groundwater, surface water, and stormwater; drilling; and managing numerous dig and haul remediation projects. His recent projects include SR-91 Westbound Improvement LA Metro/Caltrans District 7), Cajalco Road Widening (Riverside County), and SR-91 Corridor Improvement Project (RCTC).

PROJECT KEY ELEMENTS	COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
	✓	✓	✓	✓	✓	✓

Curt Scheyhing, PE, GE, Geotechnical Lead	FIRM	YEARS OF EXPERIENCE		EDUCATION	LICENSURES
	Group Delta	**TOTAL: 25**	**CURRENT FIRM: 25**	BS	PE (CA #59216), GE (CA #2766)

QUALIFICATIONS AND EXPERIENCE SUMMARY

Curt brings in over 25 years of solid geotechncial engineering experience encompassing major site investigations and testing, seismic hazard and earthquake retrofit evaluations, and foundation design for transportation infrastructure projects.
He specializes in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain ranging from liquefaction prone hydraulic fills to alluvial sites to soft and hard rock sites, and has prepared numerous geotechnical investigations and reports following Caltrans standards. Design experience includes static and seismic stability of soil and rock slopes, shallow and deep foundations for bridges and retaining walls, earth retaining systems (cast-in-place, MSE, soil nail, soldier pile, and ground anchor), sound walls, settlement analysis for foundations and earth fills, lightweight fills, liquefaction evaluation, ground improvement including surcharge and stone columns, and pavements.

PROJECT KEY ELEMENTS	COUNTY/CITY/CALTRANS/METRO	PAED/PS&E	DRAINAGE/WATER QUALITY	TRAFFIC	ENVIRONMENTAL	UTILITIES/RIGHT OF WAY
	✓	✓	✓	✓	✓	✓

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Firm Information and Similar Project Experience

Prepared by:

NCM

www.ncmcivil.com

Firm Information and Similar Project Experience

RFP Selection Criteria Addressed in this Section

- *Responsiveness to Request for Statement of Qualifications.*
- *Relevant Experience and Expertise for the services.*
- *Organization and Technical Qualifications of the Team.*
- *QA/QC procedures*
- *Document Controls*

NCM offers what is critical to success including the necessary resources, local County experience, proven technical approach and extensive stakeholder expertise.

Timely and successful completion of the scope of work requires a strong project manager, qualified technical resources, in-depth knowledge, thorough understanding approval processes, and strong relations with Stakeholders. NCM offers the necessary resources, LA Metro experience, proven technical approach, and extensive County, Caltrans and stakeholder expertise that are critical to the successful delivery of this project.

Proven Team with Technical Expertise & Regional Experience

Founded in 2012, NCM Engineering —an engineering, technical, and professional services firm—is a California and LA Metro Certified SBE corporation that serves Caltrans, metropolitan planning organizations, rail authorities, transit districts, transportation joint power authorities, railroads, counties, cities and private developers. Our founding Principals are recognized industry leaders and have been involved in planning, engineering, environmentally clearing and producing plans, specifications and estimates for highway/roadway and bridge projects in California. With multiple offices throughout California, NCM is well-positioned to serve it's clients' needs promptly, efficiently and cost-effectively. A selection of NCM's and NCM key staff's similar projects are included in ***Figure 3***.

NCM and its key staff bring in an unprecedented level of direct Southern California project experience, spanning more than a decade. A selection of NCM Team's similar projects is included in ***Figure 4***.

We have a substantial resume of successfully completing all facets of roadway projects, with similar size and complexity that are technical requirements of the Garfield & Via Campo Bus Turnout Lane project.

NCM Services Offered

- Project Development
- Planning
- Funding and Programming Support
- PAED, PS&E
- Bridges, Retaining Walls, Specialty Structures
- Roadway, Freeways, Highways, Express Ways Sidewalk, Bikeways
- Arterial, Local, Collector Streets
- Civil, Drainage, Landscaping
- Project Management
- Technical Services

Year Founded: 2012
Form of the Organization: Corporation
Offices: Five (5) offices - Irvine (Headquarters), Corona, San Diego, Fresno, and Sacramento
Number of Employees: 34

Listed below are NCM's and/or NCM key staff representative relevant on-call (roadway/civil/highway/bridge) current and past experience in Central and Southern California.

- *OCPW | Qualified Vendor List for A-E - Road, Bridge and Traffic Engineering Services (2017-Present)*
- *OC Planning and Development | Plan Check Services (2014-Present)*
- *OCPW | As-Needed Project Management and Engineering Services (2017-2018)*
- *San Diego County | As Needed Engineering Project Management and Land Surveying (2020-Present)*
- *San Diego County | As Needed Engineering Services for FHWA Funded Projects (2015-Present)*
- *RCTD | Roadway/Highway Engineering On-Call Services Contract (2019-Present)*
- *RCTD | Engineering and Environmental On-Call Services Contract (2015-2019)*
- *Kern County | On-Call Roadway and Bridge Engineering Services (2013-2020)*
- *Caltrans District 7 | Multi-Phase Project Specific Services (2018-Present)*
- *Caltrans District 59(HQ) | On-Call Professional and Technical Corporate Product Development (2013-2019)*
- *Caltrans District 5,6,9,10 | On-Call Highway Design, Project Development & Construction Services (2016-Present)*

NCM is supported by five key subconsultants. NCM has partnered with subconsultants that have in-depth involvement on a multitude of on-call and project specific contracts with various local agencies. The NCM Team has the strategic advantage of pooled institutional knowledge and seemless partnering, which translates to a clear head start and results in cost and schedule savings.

Founded in 1987, ***KOA*** is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. Their staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors and have provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA's proven experience and comprehensive list of services has resulting in current and long-term on-call planning and engineering design contracts with several Orange County cities and with the Orange County Transportation Agency (OCTA). They have extensive knowledge of standards and specifications such as the *California Manual on Uniform Traffic Control Devices, Highway Design Manual, Highway Capacity, and Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications*. They also have knowledge and experience in preparing Caltrans Encroachment permits, PEER and Fact sheets and participates in the development and review of California MUTCD updates.

KOA Services Offered

- Traffic Circulation Studies
- Transportation Management Plans
- Transit and Access Improvement Plans
- Traffic Survey, Collision Data Analysis
- Road Safety Audits and Systemic Safety Analysis
- Traffic Calming
- Traffic Signals, Signal Timing, Signal and Left-Turn Warrants
- Traffic Management Systems
- Traffic Signal System Inventory
- Worksite Traffic Control Plan
- HAWK Singnals
- Rectangular Rapid-Flashing Beacons at crosswalks
- Signing and Striping Design
- Intelligent Transportation Systems
- Street Lighting
- Street Improvemetns
- ADA Compliance
- Active Transportation Planning
- Parking Analysis and Management Measures
- Roundabout Design

Year Founded: 1987
Form of the Organization: Corporation
Offices: Six (6) offices in Southern California
Number of Employees: 114

KOA has been working with NCM since 2015. The most recent project was for the City of Simi Valley's Arroyo Simi Greenway and Bike Trail project, which KOA managed. The project included a bridge over a waterway, for which NCM provided structural engineering services.

Group Delta Consultants, Inc. (Group Delta) has more than 34 years of experience in providing geotechnical and environmental engineering, instrumentation, materials testing and inspection, and construction support services for agencies and cities throughout California. They have provided geotechnical and environmental engineering, instrumentation, materials testing and inspection, and construction support services for more than 30 years.

A majority of Group Delta's services involve public works projects, including roads, pavements, storm drains, sewers, water transmission and storage facilities, wastewater facilities, schools, public buildings, bridges, airfields, port facilities, landslides and emergency response/forensic projects. Group Delta's professionals have also performed geotechnical investigations and environmental services for numerous projects for surrounding municipalities with similar geotechnical conditions. Group Delta has established a record of completing projects on schedule and within budget for major clients in the public sector including LA Metro, City of Newport Beach, City of Irvine, City of Garden Grove, City of Huntington Beach, City of Santa Monica, MTA, Caltrans, OCTA, SANBAG, RCTC, and other local cities/agencies. Therefore, we understand their requirements pertaining to geotechnical and environmental services and have established excellent working relationships.

Group Delta Services Offered

- Geotechnical Engineering
- Environmental Engineering
- Inspection and Testing
- Laboratory Testing*
- Geotechnical Instrumentation
- Hazardous Materials/Industrial

Year Founded: 1986
Form of the Organization: Corporation
Offices: Five (5) offices - Anaheim, Irvine (Headquarters), Torrance, Ontario, San Diego
Number of Employees: 110

*Group Delta has in-house geotechnical soils testing laboratory facilities to conduct a variety of tests on soils and other building materials. Our laboratories are equipped with state-of-the-art equipment to perform tests in accordance with the American Society of Testing and Materials (ASTM) and other applicable standards. Our laboratories are certified by Caltrans, AASHTO, and the City of Los Angeles.

Group Delta has a history of successful collaboration with NCM and will provide seemless team integration. Group Delta is currently providing similar services as a subconsultant to NCM on the RCTD Roadway/Highway Engineering On-Call Services.

O'Day Consultants, Inc. (OC) is a DVBE/SBE firm founded and has been providing professional civil engineering and land surveying services in Southern California for over 39 years. They have successfully worked with local municipalities, state agencies, private developers, general contractors, architects, and other consulting firms on numerous transportation and land development projects. O'Day has extensive experience in drainage design, water quality, utility coordination, and utilities/wet utilities design and will work seemlessly with NCM to provide a proactive, hands-on, and personalized approach to any task.

O'Day Services Offered

- Civil Engineering
- Drainage Studies
- Water Quality
- Utility Coordination
- Utilities/Wet Utilities Design
- Survey/Mapping
- Land Development
- Street Improvements
- Sewer/water and Storm Water
- Planning

Year Founded: 1981
Form of the Organization: Corporation
Offices: Offices - Carlsbad, California
Number of Employees: 26

O'Day is subconsultant to NCM 's As Needed Engineering Project Management and Land Surveying with San Diego County and the QVL for Road, Bridge, and Traffic Engineering Services with OCPW.

Overland, Pacific & Cutler (OPC). For the past 41 years, OPC has routinely performed right of way services throughout Southern California within the requirements of locally, state, and federally-funded projects. OPC's right of way and utility team is well-versed in projects administered under the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), and other federal guidelines, policies, and procedures.

OPC provides all disciplines associated with right of way acquisition, including right of way data sheets and utility coordination. OPC is the preeminent right of way services firm in California focusing exclusively on public projects. OPC is particularly skilled in transportation projects using rules and procedures adopted by Caltrans. Their right of way expertise and collaboration with Caltrans makes OPC a preferred provider of services to Caltrans and the regional transportation agencies that rely on federal funding authorizations or routinely work on the state highway system.

OPC has been a critical team member on numerous LA Metro-funded projects, including *Whittier Intersection Improvements, Westbound SR-91-Alondra to Shoemaker Improvement, I-405 Improvement Project PA&ED from El Segundo to Artesia,* and *City of Pico Rivera SR-91, I-605, I-405 Hot Spots.*

OPC Services Offered

- Right of way program and project management
- Right of way acquisition,
- Utility coordination
- Real estate appraisal
- Relocation planning and implementation
- Property management
- Right of way engineering services

Year Founded: 1997
Form of the Organization: S Corporation
Offices: Five (5) offices - Sacramento (Headquarters), Pasadena, San Diego, Walnut Creek, and Fresno.
Number of Employees: 120

OPC's recent experience directly for the City of Montebello includes their on-call contract for relocation assistance, including relocation services for the Colegrove Habitat for Humanity project. Other projects in the City of Montebello include 6th Street Grand Project relocation services for the Cesar Chavez Foundation.

OPC's most recent project with NCM was Monte Vista Avenue Grade Separation successfully completed in 2019.

ICF Jones and Stokes, Inc. (ICF) is a long-term teaming partner with NCM and NCM staff on a multitude of projects in Southern California across a broad spectrum of clients. ICF is a leading professional services firm that provides consulting and implementation services addressing today's most complex environmental challenges.

ICF has collaborated with numerous transportation agencies, including Caltrans and LA Metro, to achieve their goals consistent with the requirements of complex environmental regulations. These requirements include the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA); Section 106 of the National Historic Preservation Act (NHPA); environmental justice; the Clean Water Act (CWA) Sections 401 and 404; U.S. Department of Transportation Act Sections 4(f) and 6(f); the Federal Endangered Species Act (ESA) and California ESA; the Migratory Bird Treaty Act; and the many federal executive orders, policies, and guidelines that regulate environmental review in California. ICF has successfully negotiated mitigation strategies and conditions of approval with pertinent regulatory agencies (e.g., U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife CCDFW), and Regional Water Quality Control Boards (RWQCB) to secure permits to allow projects to move forward to construction for a wide range of transportation projects.

ICF Services Offered

- CEQA and NEPA Documentation and Compliance
- Environmental Technical Studies
- Aesthetics/Visual Resources
- Community Impacts/Land Use andSocioeconomics
- Biology and Botany
- Cultural Resources, including Sections 106 and 4(f)
- Geology Soils/Hazardous Materials
- Hydrology and Water Quality
- Greenhouse Gases/Climate Change
- Air Quality /Noise/Vibration
- Public Services/Utilities/Traffic
- Climate Change/GHG Analysis
- Cultural Resource Studies
- Growth-Related Impact Analysis
- Community Impact Assessment
- Construction Monitoring and Reporting

Year Founded: 1969
Form of the Organization: Corporation
Offices: 60 Office locations Worldwide. Four offices in Southern California (Irvine, Corona, Los Angeles and San Diego).
Number of Employees: 7,000 full and part-time employees nation-wide. Between our four Southern California offices, more than 150 environmental professionals, with additional support from over 600 staff in the Environmental & Planning (E&P) Division.

ICF specializes in developing innovative program strategies that comprehensively address our clients' needs, sensitive resources, regulatory constraints, and environmental compliance. ICF has literally "written the book" on complying with environmental laws and regulations.

ICF's relationship with NCM and NCM key staff extends more than two decades.

The following table, ***Figure 3 - NCM Team Role and Relevant Project Experience*** highlights all of our subconsultant partners, providing an overview of their project roles, and their relevant project experience encompassing design elements similar to what is requested in this RFQ.

Detailed project description of specific NCM projects are shown in ***Figure 4 - NCM Team Relevant Project Examples*** on the next three page. These projects demonstrate successful project delivery on time and under budget and selected references are provided in Part 3: II. Additional Information.

NCM has successfully partnered with all of our proposed subconsultants. We have worked on several dozens of projects and task orders. Our in-depth involvement on a multitude of projects with various local agencies, including Orange County gives the NCM Team a strategic advantage of shared knowledge base and seemless partnering .

Figure 3. ***The NCM Team Role and Relevant Project Experience***

FIRM, FIRM STATUS & ROLE ON PROJECT	CLIENT NAME, PROJECT NAME (ROLE)
NCM Firm Status: SBE Role: Project Management and Coordination, Roadway Design, Civil Design, QA/QC, Utilities, Minor Structures	▸ OCPW | County of Orange Qualified Vendor List for Architect-Engineer (Prime) ▸ OCPW | County of Orange - As-Needed Project Management and Engineering Services (Prime) ▸ OC Development Services | Plan Check Services for OC Planning and Development (Subconsultant) ▸ RCTD | Roadway/Highway Engineering ON-CAll Services Contract (Prime) ▸ RCTD | Engineering and Environmental On-Call Services Contract (Prime) ▸ San Diego County | As-Needed Engineering Project Management and Land Surveying (Prime) ▸ San Diego County | As-Needed Engineering Services for FHWA Funded Projects (Prime) ▸ Caltrans District 7 | Multi-Phase Project Specific Services (Prime) ▸ Caltrans HQ (District 59) | Professional and Technical Product Development Services (Prime) ▸ RCTC/ Caltrans District 8 | I-15 Express Lanes Design-Build (Subconsultant) ▸ City of Montclair | Monte Vista Ave Grade Separation, (Prime)
KOA Role: Traffic Study, Traffic Engineering	▸ OCTA | On Call Traffic Engineering and Intelligent Transportation Systems Services (Prime) ▸ Los Angeles County Department of Public Works | Traffic Engineering On-Call Services (Prime) ▸ City of Pico Rivera | Paramount Boulevard Median Improvement Project (Prime)
Group Delta Firm Status: SBE Role: Geotechnical Engineering, Hazardous Materials	▸ RCTD | On-Call Roadway/Bridge Engienering, (Subconsultant) ▸ OCTA | I-405 (I-73 to I-605) Improvements, (Subconsultant) ▸ City of Garden Grove | On-Call Environmental Services, (Prime) ▸ LA Metro, I-604/Valley Boulevard Interchange Improvement (Subconsultant)
OPC Role: Right-of-Way Acquisitions, Utilities Coordination/Agreements	▸ LA Metro | I-605 Valley Boulevard Interchange Project (Subconsultant) ▸ RCTD | Temescal Canyon Road Widening (El Cerrito Segment) (Subconsultant) ▸ City of Montclair | Monte Vista Avenue Grade Separation (Subconsultant) ▸ City of Lancaster| IMeasure R Interchange Projects (Subconsultant)
O'Day Consultants Firm Status: SBE, DVBE Role: Drainage Studies, Water Quality, Survey, Utilities Potholing	▸ Irvine Ranch Water District | San Juaquin Reservoir Filtration Project ▸ City of San Diego | North City Water Reclamation Plant Expansion Project ▸ City of Carlsbad | EL Camino Readl Widening
ICF Role: Environmental	▸ RCTD | Roadway/Highway Engineering ON-CAll Services Contract (Subconsultant) ▸ RCTD | Engineering and Environmental On-Call Services Contract (Subconsultant) ▸ LA METRO | I-605/I-5 CIP (Subconsultant)

Figure 4. *NCM Team Relevant Project Examples*

Temescal Canyon Road Improvement – Dawson Canyon and Dos Lagos Segments

Client: County of Riverside
NCM Role: Prime Consultant
Key Personnel Involved: Mike Crull, Mohan Char, Edward Ng

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: This project became necessary to relieve congestion due to increase in regional traffic on I-15 freeway contributing to overflow of traffic on Temescal Canyon Corridor. The widening of Temescal Canyon Road from a rural two-lane road to a four-lane street will help provide relief for residents and improve response time for emergency service providers. The project consisted of two segments - The Dos Lagos Widening Segment - located from Leroy Road northerly 0.6 mile to Dos Lagos Drive, and The Dawson Canyon Widening Segment - located from Dawson Canyon Road to 0.7 mile north of Dawson Canyon Road.

POINTS OF RELEVANCE

- Environmental
- PAED and PS&E
- Roadway
- Hydrology and Hydraulics
- Drainage
- Specialty Structures and Walls
- Utilities
- Right-of-Way
- Wet Utilities Design
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Landscaping
- Public Outreach
- Geotechnical
- Hazardous Waste
- Surveying
- Bid & Construction Support

Reference: Cathy Wampler, PE, Engineering Project Manager, cwampler@rivco.org, 951.955.6803;

Grapefruit Boulevard/SR-111 and 4th Street Pedestrian and Roadway Improvement

Client: County of Riverside
NCM Role: Prime Consultant
Key Personnel Involved: Mohan Char, Edward Ng, Mark Stiller

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: This project provides residents from St. Anthony's Mobile Home Park and neighboring areas in the City of Mecca with a hard-surface, accessibility-compliant pedestrian route to downtown Mecca services as part of the State's Active Transportation Program (ATP) to promote active modes of transportation.

NCM was responsible for PS&E, environmental and bid& construction support. NCM was able to meet the major milestone of getting the plans through Caltrans and getting a permit in time for County to meet the CTC meeting agenda deadline for funding approval. The improvements consisted of:

- paved shoulder widening along SR-111
- concrete sidewalk along 4th Street
- traffic signal replacement
- box culvert widening
- replacement of existing concrete parapets

POINTS OF RELEVANCE

- Environmental
- PAED and PS&E
- Roadway
- Hydrology and Hydraulics
- Drainage
- Box Culvert
- Utilities
- Right-of-Way
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Public Outreach
- Geotechnical
- Hazardous Waste
- Railroad Coordination
- Caltrans Coordination
- Bid & Construction Support

Reference: Cathy Wampler, PE, Engineering Project Manager, cwampler@rivco.org, 951.955.6803

Monte Vista Ave Grade Separation

Client: City of Montclair
NCM Role: Prime Consultant
Key Personnel Involved: Mohan Char, Edward Ng, Mark Stiller

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: The City of Montclair (City) and SBCTA, in coordination with Caltrans D8, completed construction of a grade separation at Monte Vista Ave/Union Pacific Railroad (UPRR), an existing at-grade railroad crossing. To grade separate Monte Vista Ave and Union Pacific Railroad tracks, the roadway profile was raised significantly (at 7%) to clear the existing State Street, West State Street Storm Drain Channel and UPRR railroad tracks. This required improvements at the Brooks Street Intersection and approximately 200-ft of Brooks Street on either side of Monte Vista Ave was raised to join the elevated intersection. Street improvements to Monte Vista Ave and intersecting streets within the project limits included extensive utilities relocations, drainage improvements, pavement construction, retaining walls, curbs, gutters, sidewalks, hardscapes and landscaping. NCM was responsible for delivering all PS&E components and construction support of this schedule driven project. The project was completed in a record time of 9 months.

POINTS OF RELEVANCE

- Environmental
- PS&E
- Roadway
- Drainage
- Bridge and Non Standard Walls
- Box Culvert
- Utilities
- Wet Utility Design
- Right-of-Way
- Traffic Engineering
- Traffic Studies
- Engineering Reports
- Geotechnical
- Hazardous Waste
- Railroad Coordination
- Caltrans Coordination
- Landscaping
- Architectural Enhancements
- Bid & Construction Support

Reference: Noelle Castillo, PE, Public Works Director, ncastillo@cityofmontclair.org, 909.625.9441

Fifth St and Sixth St Barrier Rail Replacement (Multi-Phase CT D7 On-Call)

Client: Caltrans District 7 in City of Los Angeles
NCM Role: Prime Consultant
Key Personnel Involved: Mark Stiller, Mohan Char, Nick Haigh
Contract Value: $3 million
Task Order Value: varies
Status: Ready-To-List February 2021

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: Caltrans District 7, through their new Phase-Order on-call contract program, is proposing the replacement of bridge barriers on the Fifth and Sixth Street Overcrossings over SR 110 near downtown Los Angeles. Barriers will be upgraded to current AASHTO/MASH compliant safety barriers and sidewalks. NCM is implementing the latest in the Caltrans barrier retrofit design methodology to achieve AASHTO TL-2 performance goals on the bridge and adjacent retaining walls. In addition to barrier safety improvements on the bridges, seven ADA-compliant curb ramps will be constructed at existing intersections to increase pedestrian safety, access and circulation.

NCM, supported by a team of subconsultants, is/was responsible for delivery of the environmental documentation, project report, APS and Type Selection Report, drainage studies/SWDR, TMP, hazardous materials investigations and reporting, coordination with City of LA and utility stakeholders, bridge design and independent check calculations, road, traffic, electrical, signage and staging plans, specifications and estimates. NCM is current on-schedule and on-budget with this highly accelerated and challenging project.

POINTS OF RELEVANCE

- PAED and PS&E
- Barrier Retrofit Strategy Report
- Bridge Design
- Roadway Design
- ADA compliance
- Signage & Striping
- Construction Staging
- Signal Modification
- Street and Bridge Lighting
- Surveying

Agency Contact: Tin Dinh, PE | Project Manager, District 7 Program and Project Management | 213-897-0112 | tin.dinh@dot.ca.gov

Measure R Interchange Projects (Los Angeles County, CA)

Client: City of Lancaster
OPC Role: Sub Consultant
Key Personnel Involved: Roy Guinaldo
Contract Value: Varies
Status: Design - 2020-Present, Construction-NA

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: OPC providing real estate project management, appraisal coordination, acquisition and negotiation, and escrow coordination.

The City of Lancaster is improving five interchanges as a result of receiving SR 138 (SR 14) Measure R Highway 'Equity' Funds from Los Angeles METRO. The funds will be used to improve operational capacity at five interchanges and surrounding local streets, eliminating congestion, improving mobility between freeway and local streets, enhancing safety and improving way-finding.

Ave K Interchange Project: OPC is working with Kimley Horn to provide real estate services for the Ave K intersection. OPC is providing project management, real estate appraisal coordination, acquisition/negotiation, and escrow coordination for five parcels as a result in a road easement. Four parcels are commercial properties, including an office, restaurant, retail, and a service station. The oth-er property is a street dedication.

SR-138 (SR-14) Ave J Interchange/PS&E: The City is improving the intersection between Ave J and 22nd Street West as a part of SR 138/14 Interchange Project. Acting in subconsultant capacity, OPC is providing project management, appraisal coordination, acquisi-tion/negotiation, and escrow coordination for the full take/right of way acquisition of four (4) vacant parcels.

POINTS OF RELEVANCE

- Truck/Bus Turn Simulations
- SCE Coordination
- Reclaimed Water for Irrigation
- Pothole to determine conflicts
- Traffic Transitions to Parking Isle

Agency Contact: Mike Livingston | Sr. Construction Manager, Capital Program Division | City of Lancaster 661.723.6227 | mlivingston@cityoflancasterca.org

Paramount Boulevard Median Improvement Project

Client: City of Pico Rivera
KOA Role: Prime Consultant
Key Personnel Involved: Stephen Bise
Contract Value: $120,000
Status: Design and Construction Completed 2019

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description: KOA provided civil and traffic engineering services for the Paramount Boulevard Median Improvement Project in the City of Pico Rivera. The improvements included median installation, pavement rehabilitation, curb ramp upgrades, guard rails, traffic signal modification, landscaping, irriga-tion, and signing/striping. The project also included the complete reconstruction of approximately 1,400 feet of Loch Lomond Drive directly adjacent to Paramount Boulevard to accommodate heavy truck traffic. The pro-ject was previously designed by another firm in March 2016; however, the design was protested by the local community due to parking removal and safety concerns at the intersection of Paramount Boulevard/Dunlop Crossing Road. KOA redesigned the improvements to address the public's concerns. KOA also provided funding administra-tion services to obtain the Caltrans E-76 "Authorization to Proceed" (a federal authorization of funds) for construction.

Won APWA BEST Project Award in 2018 in the category of Traffic, Mobility and Beautification.

POINTS OF RELEVANCE

- Measure R and Measure M Highway 'Equity' Funding Funds from LA METRO
- Improves Operational Capacity & Mobility at Interchanges
- Right Of Way & Real Estate Appraisal Coordination, Acquisition/Negotiation
- Impaction to Commercial Properties & Vacant Parcels

Agency Contact: Robert Delgadillo (formerly with City of Pico Rivera)| Director of Public Works, City of Azusa | 626.812.5248 | rdelgadillo@AzusaCa.Gov

I-605 Corridor Improvement Project

(Cities of Baldwin Park, El Monte, Industry, Pico Rivera, South El Monte, Whittier, Downey, Norwalk, Santa Fe Springs, and unincorporated areas in Los Angeles County)

Client: Caltrans District 7
ICF Role: Prime Consultant
Key Personnel Involved: Brian Calvert
Contract Value: $4.8 million
Status: 10/2015 - On Going

Project Description: ICF is leading the CEQA/NEPA environmental technical analysis and documentation for the I-605/I-5 portion of the I-605 CIP, with Parsons as the project and engineering design lead. The I-605 CIP is the combination of two individual projects, the I-605/I-5 and the I-605/I-60, combined into one project. The I-605 CIP will facilitate improvements in freeway operations, safety, mobility, and travel times through a widening of the freeway mainline and improve-ments to interchanges and confluence areas along the I-605 at I-105, I-5, SR-60 and I-10. The project will accom-modate a variety of roadway configurations, which may include the addition of general-purpose lanes, enhance-ment of HOV lanes, and/or implementation of Express or HOT lanes.

As a result of the combined projects, LA Metro and Caltrans determined the technical studies and environmental document would be combined in the PA&ED phase for the I-605/I-5 segment and the I-605/SR-60 segment. Faced with the unique challenge of merging two projects and two project teams to produce a single environmental document and a single set of technical studies, ICF facilitated the coordination and development of standards and protocol for combining the technical analysis and to track the project's integration and progress. The complexity of this I-605 CIP is associated with the improvements being proposed through a built-out urban area of Los Angeles County. Physical constraints, such as the San Gabriel River, utility corridors, and established residential areas will be challenges to developing a design solution that meets traffic needs and minimizes environmental impacts.

POINTS OF RELEVANCE:

CEQA/NEPA
Traffic, Noise and Vibration
Air Quality and GHG
Property Acquisition
Environmental Justice
EIR/EIS

Agency Contact: Ronald Kosinski | Caltrans, District 7 | 213-897-0703 | Rondald.kosinski@dot.ca.gov

El Camino Real Widening

Client: City of Carlsbad (Toll Brothers)
O'Day Role: Sub Consultant
Key Personnel Involved: Keith Hansen
Contract Value: $450,679
Status: 2011-2018
Project Description: O'Day provided civil engineering and land surveying professional services to widen and fully improved El Camino Real from Cannon Road to Tamarack Ave, which included multiple inter-sections along El Camino Real.

Improvements to El Camino Real involved the widening of southbound and northbound lanes, design of a left turn pocket island, landscaped center median, traffic signals, signing, and striping for the Cannon Road, Tamarack Ave, and West Ranch Road intersections. Also, our work included signal modification at Kelly Drive, Lisa Street, and Cannon Road, and drainage design, including water quality improvements and basins, located in the median and adjacent to the roadway. Additional right-of-way legal descriptions and plats. O'Day Coordinated with Pac Bell and SDG&E for relocation and protection of their facilities. They also coordinated with Kinder Morgan for protecting the existing fuel lines in El Camino Real construction support. O'Day staff was instrumental in managing all coordination efforts with Orange County Flood.

POINTS OF RELEVANCE:

Right of Way
Drainage
Roadway
Grading Plans
Earthwork Calculations
Storm Water Pollution Prevention Plan
Storm Water Quality Management Plan
Utility Coordination

Agency Contact: Kevin Brickley | Toll Brothers | 760.877.9885 | kbrickley@tollbrothers.com

METRO Union/Patsaouras Plaza Busway Station Improvements

Client: Los Angeles County Metropolitan Transportation Authority
NCM Role: Prime Consultant
Group Delta Role: Geotechnical
Key Personnel Involved: Mohan Char, Mark Stiller, Curt Scheyhing
Contract Value: $1.8 million
Status: Design and Construction Completed 2019

Budget and Schedule: The project was delivered on an accelerated schedule and under negotiated budget

Project Description:
This $25 million design-build project with Metro consists of preparing a supplemental PSR/PR and the final design and construction of Metro's Union Station/Patsaouras Plaza Busway located in downtown Los Angeles. Key challenges include complex bridge widenings, relocation of the bus loading platform, new pedestrian circulation elements and the closure of vehicular traffic access between Union Station and Patsaouras Plaza.

NCM is the prime design consultant responsible for design management, coordination with Caltrans, coordination with utility owners to relocate their facilities, and civil, roadway, drainage, structural design, stage construction and traffic handling. NCM is responsible for oversight of subconsultants for architectural and mechanical design, geotechnical engineering and traffic engineering.

Group Delta was responsible for geotechnical engineering design on this project. Deliverables included Preliminary Foundation Reports for Type Selection, and Foundation Reports for final design. Caltrans and Metro design approval was obtained, and Group Delta provided geotechnical design support during project construction.

POINTS OF RELEVANCE:

Drainage
Bridge
Utilities
Traffic Supplement Project Report
Hazardous Waste
Bridge and Roadway PS&E
Storm Water Data Report
Drainage Report
Foundation Report
Utilities
Extensive Metro/Caltrans/County of LA/City of LA/Utilities Coordination

Agency Contact: Richard Hartzell, PE | Caltrans HQ OSFP | 916 227-8772 |richard.hartzell@dot.ca.gov

Document Controls

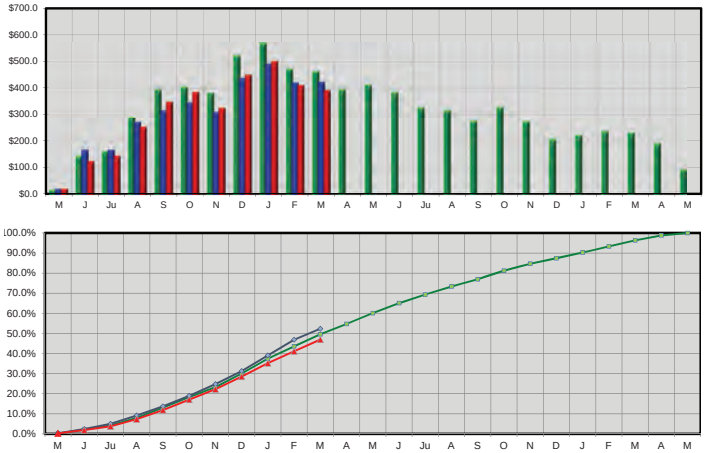
Management and Project Controls Capabilities

Project Management. NCM's process project management focuses on schedule and budget control. Budget control includes methods to monitor the cost performance of the project team based on the project scope and schedule, as well as resource loading based on staffing requirements. The key staff availability is shown in the organizational chart. Working from a project cost baseline using our earned value management system, we will provide monthly reports that have a structured financial analysis of project costs versus progress, budgets, forecasted spending, and cost modification evaluations. We will address variances with a correction plan that we will monitor and reviewed during project meetings.

In addition, every NCM project undergoes monthly project reviews that include the project manager, principal-in-charge, project controls and the company owners. These reviews help to confirm that the project is on schedule, actively assess whether necessary staffing is in place to meet scheduled deadlines, monitor and assess project budget status, and determine any special needs or issues that should be addressed.

City's Monthly Status Reporting. Mohan will provide the County's project manager with a monthly status report. The narrative portion of this report will include an executive summary, project management status, work accomplished during the reporting period, work to be completed during next reporting period, budget and schedule status, DBE participation to-date, and issues and concerns raised during the reporting period. Charts will be included that show the earned value and actual expenditures compared to the baseline plan. Our team is well prepared to provide monthly reporting in the format the City prefers. NCM fully understands the significance of the project controls to overall project success. ***Sample Earned Value Reporting Charts*** below, show the same format we are currently using on many of our other projects, reflecting the monthly expenditure chart and earned value S-Curve.

Figure 5. ***Sample Earned Value Reporting Charts***



Cost Control. NCM's cost control system provides for total cost control from task inception through completion. Cost reports provide detailed analysis to the Project Manager, and an overall summary of all functional task areas. The basic control document, and the WBS, is updated to reflect current task status and used to incorporate task data into the computerized control reports.

NCM's Project Manager tracks manpower and project costs using various tools that assist in tracking costs to maintain budget. During project setup, the Project Manager inputs direct labor and man-hour budgets for all disciplines and subconsultants. Using readily available and up-to-date reports and findings of the progress meetings, the Project Manager confirms that the project is within budget and on schedule. The results of these reports and our findings will be shared with the County in the monthly progress reports.

Schedule Control. NCM recognizes that schedule control is an essential element for successful execution of any assignment. Under Mohan's guidance, the development of schedule controls will be establishing from submittal and review dates, defining the sequence of task elements, assigning timely dates for exchanges of task data, updating the task schedule, and developing historical information for future use.

Mohan's background and extensive experience as Project Manager on similar contracts will ensure timely delivery of task orders on schedule and within budget.

Upon notice to proceed, NCM will review and analyze the baseline schedule for submittals for compliance with the City's scheduling requirements. Our review will verify the logical sequence of activities and that all subconsultant interfaces have been identified. Schedule progress will be monitored by comparing actual work performed against this baseline schedule and the results will be incorporated into overall summary reports. The City will be updated on schedule progress and notified of any issues relating to schedule impacts, as well as recovery procedures.

Document Control. A distinct advantage for the City is NCM's document control and management system. An efficient, accurate, and timely document control system is essential to successful task completion. All correspondence and submittals will pass through a common point. All project correspondence, drawings and other documentation will be kept current and accessible at a moment's notice. Appropriate procedures and controls will be implemented so reviews are performed in a timely and accurate manner.

NCM will develop and maintain a Master Open Item Log from the information provided at PDT meetings and other stakeholder meetings review. Open items will be tracked with the required response dates, and responsible parties with the most appropriate expertise to resolve the issue will be identified. This translates to seamless and timely dissemination of information with City staff resulting improved project efficiency, and cost/schedule saving.

Quality Assurance/Quality Control (QA/QC) Plan

NCM follows a defined procedure for reviewing/ checking all deliverables, from studies and reports to plans, specifications. NCM will perform work for this project in accordance with a project-specific quality assurance manual. Mohan will develop the QA/QC plan to verify that designs and documents meet standards for accuracy and completeness in accordance with County and NCM requirements. ***Figure 6, Quality Control Plan Components***, shows the key components and steps in the Quality Assurance/Quality Control Plan.

Independent Quality Assurance Audits. A comprehensive program of planned and systematic audits by an independent team within NCM will verify that the team has effectively developed, documented, and implemented all applicable elements of the design quality assurance manual in accordance with the specified requirements. Mohan will initiate this process at the beginning of all design activities and continue this verification through to each deliverable's completion.

Subconsultant QA/QC. NCM's QA/QC procedures extend to our subconsultants as well. Each subconsultant adopts applicable elements of our quality assurance and control program and is subject to the same quality assurance and control reviews. NCM will also provide oversight review of subconsultant produced documents and exhibits prior to milestone submittals.

NCM has the established well defined and honed project control procedures, that when coupled with NCM's management approach, will ensure the delivery of this project on-time and on-budget.

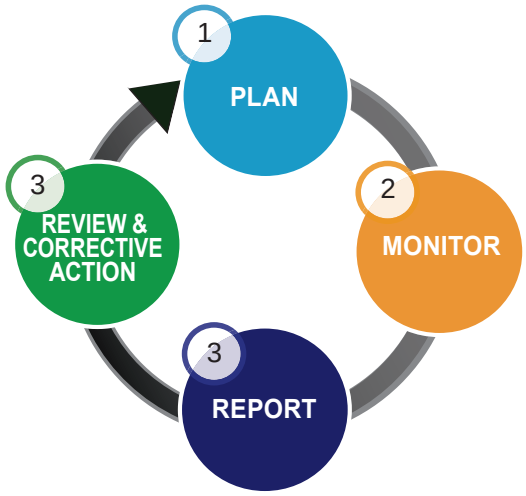


Figure 7. ***Project Lifecycle***

Response Procedures. An additional step that we will implement is a formal response procedure to comments received on the deliverables. NCM takes a proactive stance in addressing issues and comments as they arise, tracking them through resolution. This avoids the need for rehashing previous issues or the multi-cycle reviews and responses at each submittal milestone.

Figure 6. ***Quality Control Plan Components***

DISCIPLINE REVIEWS

Performed by:
- Technical Leaders

Goal:

To validate all components within a discipline, including:
- Calculations
- Conformance with standards
- Design Theory
- Studies/Reports
- Plans
- Specifications

INTERDISCIPLINE REVIEWS

Performed by:
- Project Managers
- Technical Leaders

Goal:

Provide consistency and to eliminate interferences among disciplines, including:
- Studies/Reports
- Plans
- Specifications
- Quantities
- Estimates

INDEPENDENT REVIEWS

Performed by:
- Technical Experts
- Constructability Teams

Goal:

Depending on project complexity, peer reviews by independent teams will be performed.

Constructability reviews target the following:
- Thoroughness and Completeness
- Staging and Traffic
- Schedule
- Reduce Claims Potential

QUALITY ASSURANCE

Performed by:
- Quality Manager

Goal:

Verify quality control process is in conformance with procedures prior to submission to client, including review of:
- Closeout of Comments
- Quality Control Documentation
- Checklists and Signatures
- Audits

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Project Understanding and Approach

Prepared by:

NCM

www.ncmcivil.com

Project Understanding and Approach

RFP Evaluation Criteria Addressed in this Section

- *Responsiveness to RFQ.*
- *Approach and Understanding of the Services to be Provided.*
- *Understanding of the Scope of Work .*

NCM Team brings unparalleled knowledge and "lessons learned" from past projects to successfully deliver the preliminary design, environmental compliance and permitting, right-of-way acquisition, the final design PS&E, and bid phase and construction phase support for The Garfield Ave & Via Campo Bus Turnout Lane Project.

Project Understanding

NCM's team has unsurpassed direct, first-hand knowledge and understanding of the Garfield Ave and Via Campo Bus Turnout Lane project. Our team has been heavily involved in multitude of projects spanning all phases of a transportation infrastructure project — Project Initiation Document (PID), Grant Writing, PSR-PDS, PEAR, PAED, PS&E, Bid and Construction Support, and project close-out. Construct in the corridor cities along I-605, I-5, SR-60 and SR-91 and bring unparalleled knowledge base for the benefit of City. In addition, NCM's team has undertaken a comprehensive review of the Garfield Ave and Via Campo Bus Turnout Lane Project including a review of all available data, and a geometric review and traffic data, and City furnished information. Additionally, we have developed some innovative design ideas tailored to the specific needs of this important City project.

With our team's unsurpassed project knowledge and understanding, coupled with our in-depth research and newly developed design solutions, NCM will provide more options and benefits for City and all stakeholders to create a successful project.

We understand requirements of stakeholders from past projects; we researched, obtained and reviewed relevant documents, as-built plans, assessor parcel maps and ownership records; and visited and photo-documented the site. Our comprehensive understanding of the Project is highlighted in the ***Design Issues and Constraints Summary*** presented in ***Figure 8***.

The Garfield Ave & Via Campo Bus Turnout Lane Project area is located at the north edge of the City adjacent to the SR-60/Pomona Freeway and the border with the City of Monterey Park. For Montebello residents, the Garfield Ave/Via Campo intersection is the primary gateway to/from SR-60. Both Garfield Ave and Via Campo are heavily traveled arterials. Garfield Ave south of Via Campo has one of the highest ADT in the city.

GARFIELD AVE & VIA CAMPO INTERSECTION
North edge of the City, adjacent to SR-60/Pomona Freeway

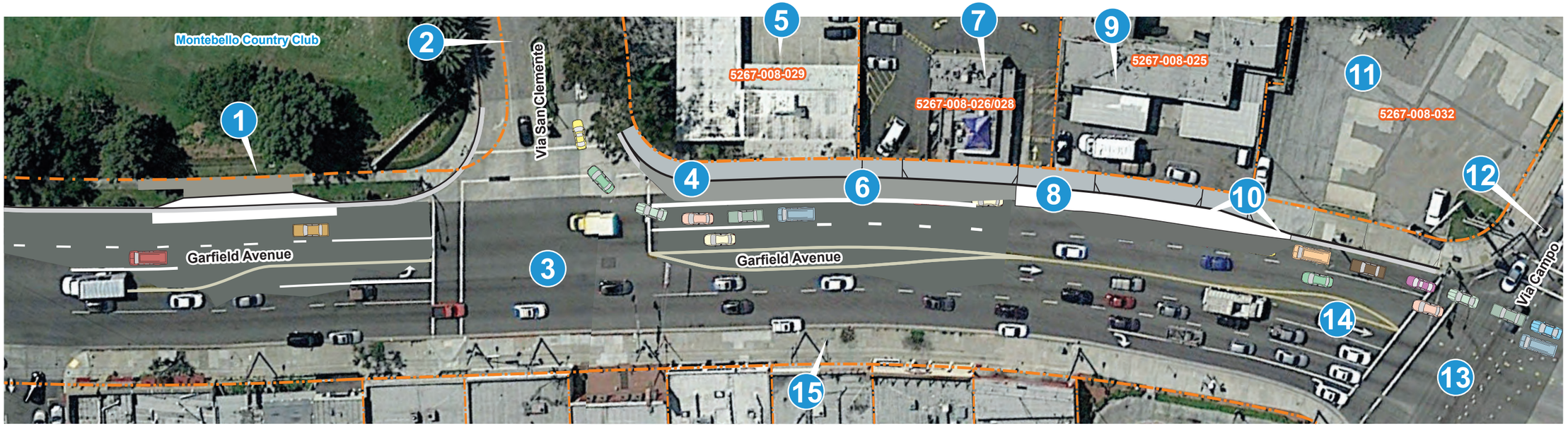
Garfield Ave is a principal arterial south of Via Campo that generally has five lanes (2 NB/2 SB/ 1 turn) with parking on both sides. Immediately south of Via Campo, it has six travel lanes (4 NB & 2 SB). The existing uses along Garfield Ave along the project area consists of small local businesses. The Montebello Country Club and several hospitality businesses are located at the south end of the project area. Although the Country Club originated primarily as a golf course, two hotels (Garden Inn and Home 2 Suites) have been added to the site in the recent decades most recently in 2018. The hotels and the Quiet Cannon conference center have generated additional traffic with Via San Clemente being the sole entrance for the site.

Via Campo west of Garfield is a one-way four-lane EB arterial that carries traffic from the Garfield Ave/SR-60 EB exit ramp, as well as traffic from Atlantic Ave. Via Campo in this segment is largely fronted by the south edge of the Montebello Country Club and the SR-60 freeway. East of Garfield Ave, Via Campo changes to a 5-lane arterial with two-way traffic. This part of Via Campo serves several shopping centers and provides access to EB SR-60.

MONTEBELLO COUNTRY CLUB FACILITIES
Venue for large events on a regular basis

The lane alignment north of Via Campo is constrained by the number of lanes and the lane alignment as it crosses under the SR-60/Garfield undercrossing. Beginning at Via Campo, where the SB outside is adjacent to the curb, the lanes transition away from curb for about 275 feet to where the shoulder is wide enough to accommodate

Figure 8. *Design Issues and Constraints Summary*



1 Clear space from curb line to golf course fence is about 25 feet (15 feet is within public R/W). A 5' sidewalk abuts the R/W. Several large trees are in the space between the curb and sidewalk. Space between back of sidewalk and fence is lawn grass.

2 Via San Clemente is the access to the Montebello Country Club site. In addition to the country club and golf course, the site also has the Home 2 Suites and Hilton Garden Inn hotels, and the Quiet Cannon event venue. Major events at these facilities can generate traffic that can back onto Garfield and impact traffic flow on Garfield.

3 The Garfield/Via San Clemente intersection is a signalized intersection. The signal is important during certain events at the site. The signal also provides for pedestrian crossing of Garfield Avenue.

4 Existing 15 ft. parkway between Via Campo & Via San Clemente. Several buildings abut back of sidewalk. Pedestrian walkway width is limited to 5' due to treewells (10' wide), utility guy anchors, and signal cabinets along parkway.

5 Site is occupied by Ground Up Coffee and law office. The parking lot for both are located in the back and accessed from Via San Clemente. Many coffee shop patrons often park along the street to grab a quick cup of coffee.

6 Short-term on-street parking is currently allowed along this area. The parking is convenient for patrons of J&S (Mexican fast food) and Ground Up Coffee. The on-street parking is particularly useful for patrons who drive larger work vehicles and find it difficult to access the narrow driveways and tight parking lots.

7 J&S (Mexican fast food) is a popular restaurant open 24 hours. The parking lot access driveways are narrow and are marked for one-way flow. Due to the limited space, turns are tight and the parking spaces are marked for standard size vehicles.

8 The four driveways serve six access openings to properties in this block. Two of the driveway openings are shared use by the adjoining properties. Several of the driveway locations are dictated by existing site improvements and internal circulation. Any new bus pullout layout must take into consideration accessibility and operation of these driveways.

9 Multi-family complex. The parking lot is laid out tightly with limited space for maneuvering of vehicles, particularly for those using the carport and garage adjacent to the building. A block wall along the R/W line provides separation from the adjacent bus stop. The two driveway openings are located just outside of the limits of the bus stop.

10 Much of the 10-foot wide concrete bus pad lies within the SB #2 lane on Garfield. The bus pad encroachment is not consequential unless a bus is at the bus pad to drop off or pick up passengers, which then blocks traffic in the #2 lane. Because of the proximity to Via Campo, the traffic queue can back up to Via Campo and block traffic flow on Via Campo.

11 Vacant site is a former gas station. The previous building structures have been demolished and removed. The site is currently marketed as a mixed use development. Redevelopment of the site will result in new driveway locations and configurations. Depending on the use, the driveways may have greater traffic volumes. The proximity of the access to the bus stop may affect the potential layout of a bus pullout.

12 Via Campo is a one way couplet with Pomona Blvd on the north side of SR-60 to provide local east-west circulation. With the two roads separated by the SR-60, they connected by a few undercrossings, including Garfield Ave. The EB freeway ramps for Findlay Ave and Garfield Ave feed onto Via Campo, and are heavily congested during rush hour traffic.

13 The Garfield & Via Campo is a signalized intersection. Traffic to/from the SR-60 is a major component of the traffic at this intersection.

14 SB traffic striping south of Via Campo is largely dictated by the SB traffic lane configuration at the SR-60/Garfield undercrossing. Hence, the right shoulder width is narrow.

15 There are no NB bus stops on Garfield between Via Campo and Via San Clemente. The next nearby bus stop is located about 350 south of Via San Clemente.

NORTH

0 25 50

1" = 50'

City of Montebello
Garfield Avenue & Via Campo Bus Turnout Lane
Design Issues and Constraints Summary

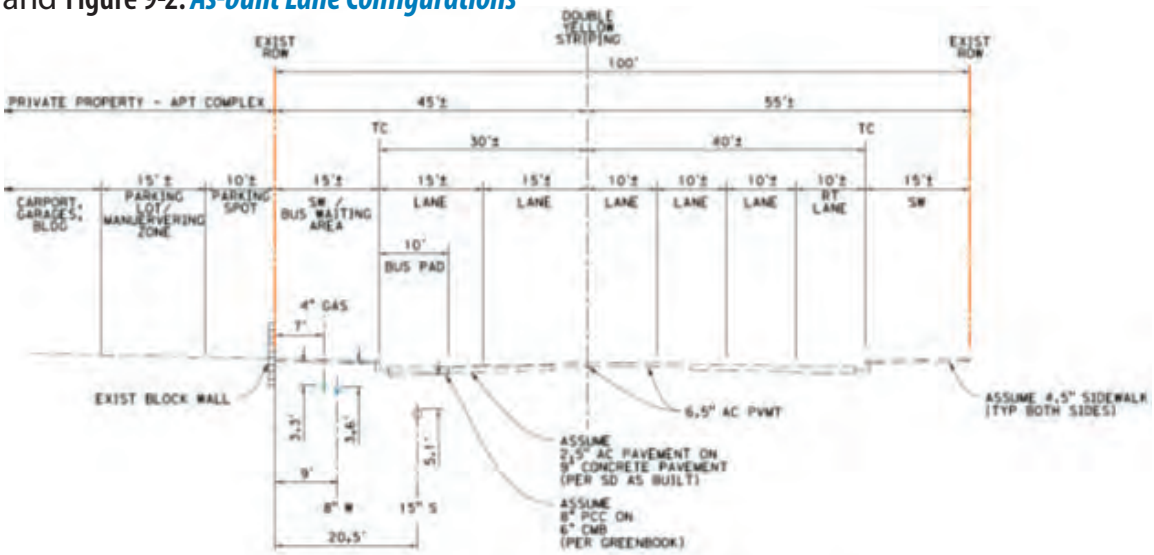
on-street parking. However, since the bus pad is only about 140 feet from Via Campo, the outside lane width ranges from 13' to 17' along the concrete bus pad. This width is not sufficient for traffic to go around the bus while it is stopped at the bus pad. The blockage by the parked bus easily causes traffic to back up to Via Campo and can result in gridlocking the Via Campo intersection. Additionally, when there are very large events at the Montebello Country Club facilities (i.e., Quiet Cannon, Home 2 Suites, and Garden Inn), the traffic on Via San Clemente may back up and impact traffic flow on Garfield. The ***as-built lane configurations*** are depicted in ***Figure 9-1*** and ***Figure 9-2***.

The Garfield Ave & Via Campo Bus Turnout Lane Project proposes to widen Garfield Ave to provide a bus pullout to alleviate traffic blockage caused by buses stopping within the traffic lanes. Also, the widening may accommodate a right turn lane to Via San Clemente. The proposed improvements will help to reduce impacts to the Garfield Ave traffic flow.

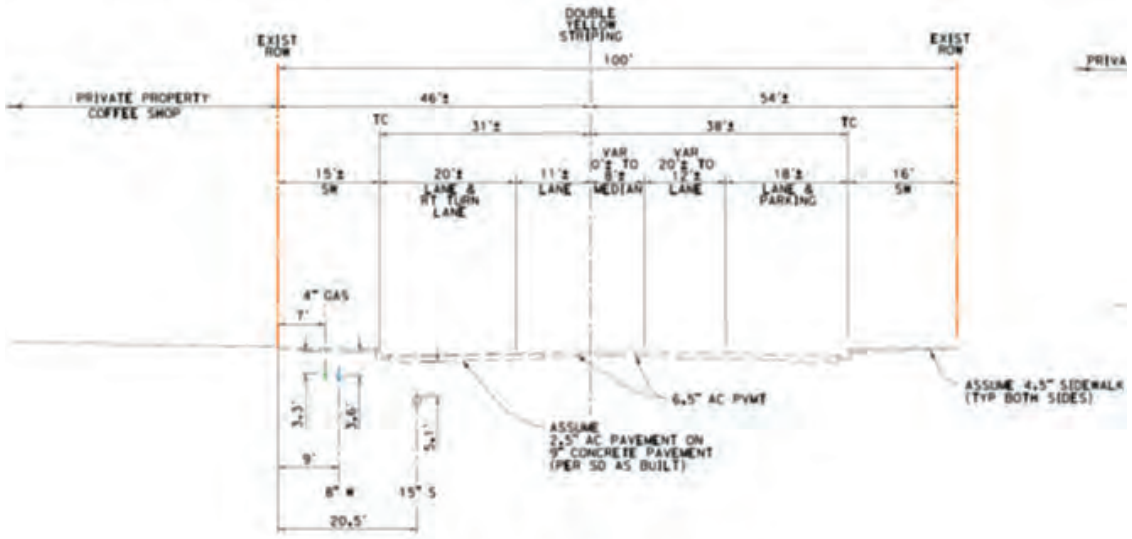
The sidewalk along the project area is 15 feet wide and provides an opportunity to accommodate the needed widening. However, the properties along the area have been well-established and there are many existing features that would need to be taken into consideration with this project. These include:

- Several properties have site improvements (buildings, block walls, customer service areas, fences and gates, and driveways) that abut the sidewalk. The abutting improvements limit expansion of the proposed

Figure 9-1 and **Figure 9-2.** ***As-built Lane Configurations***



LOCATION 1 - APT COMPLEX EXIST LAYOUT



LOCATION 2 - NORTH OF VSC INTERSECTION EXIST LAYOUT

improvements beyond the existing right-of-way. Grading transitions necessary to maintain access to these sites must be considered.

- Several large trees are located in the parkway near the curb. The large tree wells occupy about two-thirds of the parkway width.
- The on-street parking along the project area provides parking for patrons of the businesses on the west side of the street. While these businesses do have parking lots, the on-street parking provides convenient customer access for patrons of the fast food businesses, particularly those who drive larger work vehicles.
- Since the area is in an urbanized setting, there are numerous utilities features within the sidewalk area. These include signal cabinets, utility poles, traffic signals, streetlights, and bus stop facilities.
- Two of the businesses (Ground Up Coffee and J&S) are fast food restaurants with many walk-up customers. Additionally, J&S is open 24 hours. J&S is served by two driveways on Garfield Ave, while Ground Up Coffee's driveway access is off of Via San Clemente. A third business is a law office, adjoining Ground Up Coffee, with a door opening at the corner of Garfield Ave and Via San Clemente.

GROUND UP COFFEE

LAW OFFICE

Corner of Garfield and Via San Clemente

- A multi-family property is located adjacent to the existing bus stop. The property has a small parking lot fronting the street. Due to the limited space, the parking lot layout is very tight and has little room for maneuvering the vehicles in and out of the carports and garages.

MULTIFAMILY PROPERTY & PARKING LOT

Adjacent to existing bus stop

- The vacant property at the corner of Garfield Ave and Via Campo was a former gasoline station. The onsite improvements have been removed and the property is currently being marketed as a mixed-use development. The existing sidewalks still have the original sidewalks of the gas station. The new development on the site will likely have new driveway locations.

VACANT PROPERTY & FORMER GAS STATION

Corner of Garfield Ave and Via Campo

- There are four existing driveways in the project area. With two of the driveways being shared driveways, there are six access points served by these driveways. With the parcels being relatively small, the driveways are spaced relatively close.
- With J&S being a 24-hour operation, the multi-family site with residential uses, and the traffic patterns on Garfield, setting construction hours and traffic control will be a significant issue.
- Via Campo is a heavily traveled four-lane EB arterial with much of that being traffic coming off of the SR-60 Freeway ramps. About one third of the traffic will turn right at Garfield to go SB, while much of the remaining traffic will proceed east on Via Campo.

Below is a more detailed discussion of just a few of the key design issues for this segment.

Design Issues

Sidewalks. The existing sidewalk width is 15 feet. A minimum 6' width clear sidewalk width for pedestrians is desirable. Given the urbanized setting, additional space must be provided for features including traffic signal cabinets, power poles (sidewalk guy anchors), streetlights, and bus stop facilities. Since the sidewalks provide direct access to two businesses fronting the street and both have outdoor seating next to the sidewalk, grade transitions to the businesses are a critical element. An ADA accessible route must be provided to the properties, which may necessitate some off-site improvements at the businesses.

Bus Stop. In order for the bus stop to be completely clear of the traffic lane, it will be necessary to have the curbing at the bus stop be at least 21 feet (11' lane plus 10' bus pad) from the SB lane striping. The sidewalk at the bus stop must be wide enough to accommodate at least a bus bench and providing a 4' minimum ADA clearance. If the bus ridership warrants placing a bus shelter, then additional space may be needed to accommodate a shelter. The bus stop location is between the two driveways serving the multifamily property as well as the two adjacent parcels. The two driveways will be located within the entry and exit tapers

of the bus pullout. The bus stop and driveways will have to be laid out to avoid conflicts between the bus stop and the driveways. The widening for the bus stop will have to examine all of these issues to assess the bus stop operation and its feasibility.

The primary objective of the project is to provide a dedicated bus turnout and southbound right-turn lane on Garfield Ave at Via San Clemente. The proposed lane geometry will ultimately dictate the level of impacts to existing improvements and right-of-way. Based on City input, the preferred lane width is 11' for inside lanes and 12' for curb side lanes.

The NCM Team has developed two innovative design alternatives that implement enhancements to the schematics presented in the City's RFP. Both alternatives avoid full and partial right-of-way takes completely, and limits the right-of-way takes to mere temporary construction easements. In ***Alternative 1*** as presented in ***Figure 10*** and ***Figure 11*** the bus stop is maintained at the current location in front of the multi-family property. The 10' bus pad is shifted approximately 5-ft to the west where the City has 15-ft right-of-way. This shift to the west maintains existing lane configuration of the northbound as is.

NCM developed an out-of-the-box concept ***Alternative 2*** of moving the bus stop just to the south of Via San Clemente, as depicted in ***Figure 10 and Figure 12***. The significant benefit of this alternative is that it brings additional parking in front of existing businesses and allows efficient right turn movement from Via Campo to Garfield Ave. The comparison of right turn lane configuration between proposed and existing are shown in ***Figure 13***.

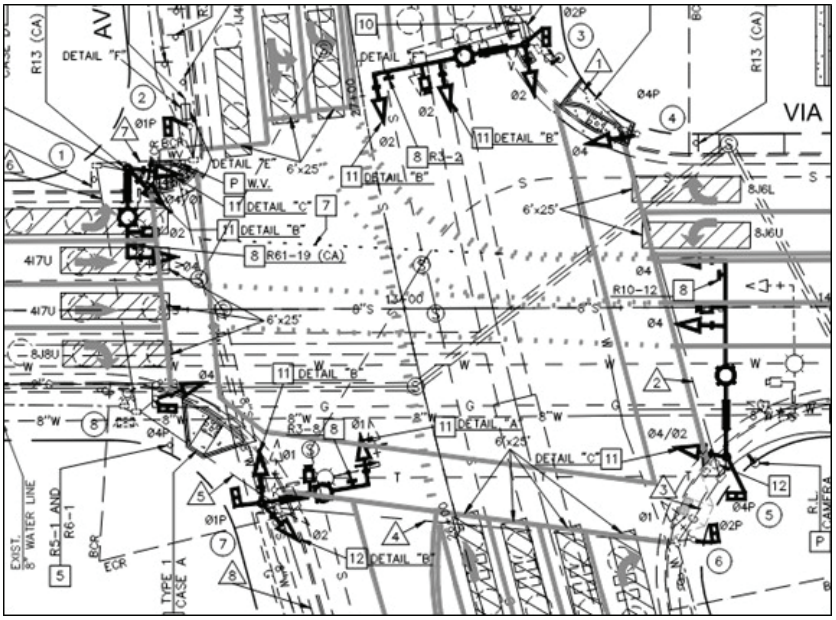
Multi-family Property Parking Lot. The multifamily property is located in the immediate area of the bus stop. There is a small parking lot, between the building and the sidewalk, where clearances for maneuvering of vehicles within the lot is very tight and any encroachment onto the property would have a significant impact on the accessibility and function of the parking lot. The alternatives should avoid getting additional R/W from this property if possible.

Traffic Studies. One aspect of the project is to assess the effects of the SR-60 eastbound off ramp for Garfield Ave and any need to modify the right turn lane onto southbound Garfield Ave as well as the interaction with the proposed bus turnout lane. The NCM Team will perform a level of service (LOS) analysis at the intersection of Garfield Ave and Via Campo to determine operation impact for modifying the eastbound right turn lane. The analysis will compare existing conditions with proposed conditions assuming a certain buildout year. Due to COVID-19, it is recommended that utilizing relevant traffic count data that has been collected within the last 2 years. If historic data is not available, NCM Team will collect traffic counts at this location and provide an approved growth factor for analysis purposes. A technical memorandum will be prepared discussing count/analysis methodology and LOS results.

Traffic Engineering. It should be noted that Garfield Ave is a truck route, which requires wider lanes and curb return radii to accommodate high truck traffic volume. The NCM Team will perform truck-turn simulations for various movements within the project envelope to assist is establishing the roadway geometry. In addition, the San Gabriel Valley Regional Active Transportation Plan (SGVRATP) identifies this segment of Garfield Ave at a Level of Traffic Stress (LTS) 4, which is the highest stress category for cyclist within a roadway. The SGVRATP also recommends installation of a Class II buffered bike lane along this segment as part of the Long-Term Tier 2 Bikeway Improvement (see table below). During the preliminary engineering design phase, feasibility of additional widening to accommodate the recommended bike facility for this project, or for future installation will be evaluated.

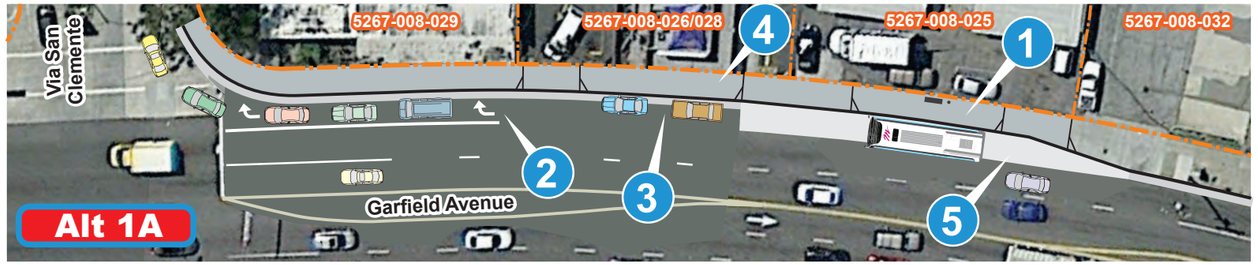
Another impact to consider is potential loss of parking, which can be a controversial topic. There are currently 4-5 unmarked parking spaced along the west side of Garfield Ave between Via Campo and Via San Clemente. Some available space may need to be removed to accommodate the new improvements. If the widening should plan for the Class II bike lane, an option could be to preclude the bike lane in the short-term to maintain parking if there is local and/or political resistance.

The NCM Team will also review ingress/egress circulation from adjacent land uses. The key will be to maintain visibility for vehicle exiting driveway onto the busy arterial



INTERSECTION OF GARFIELD AVE AND VIA CAMPO

Figure 10. *Design Alternatives*

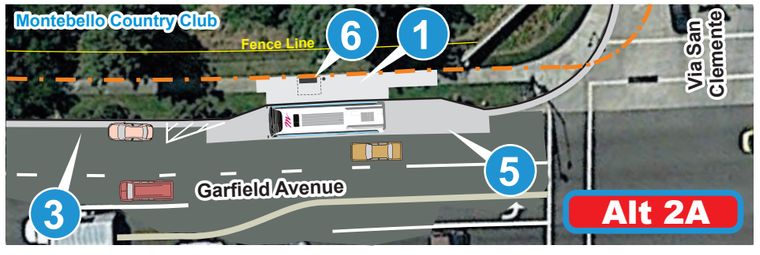


0 25 50

1" = 50'

Alternatives Overview

Alt 1 - Layout generally as per Proposal exhibit
Alt 1A - Similar to Alt 1, but includes some on street parking
Alt 2 - Bus stop moved to south of Via San Clemente
Alt 2A - Similar to Alt 2, but uses partial pullout to reduce R/W req't

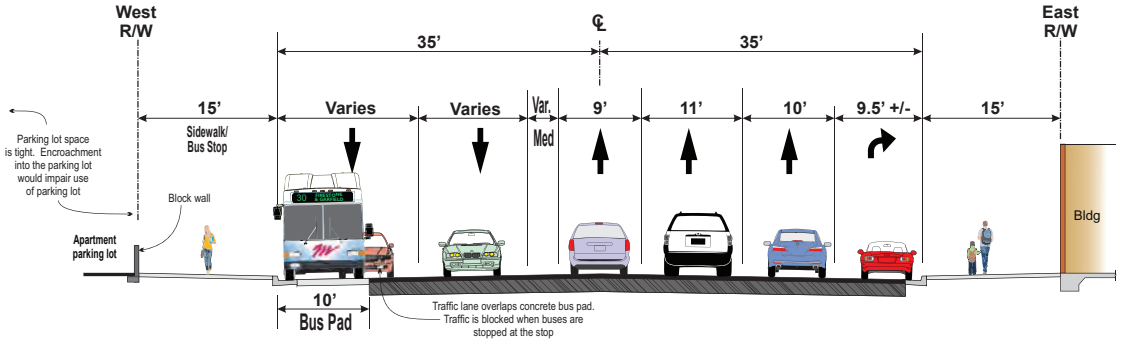


Notes

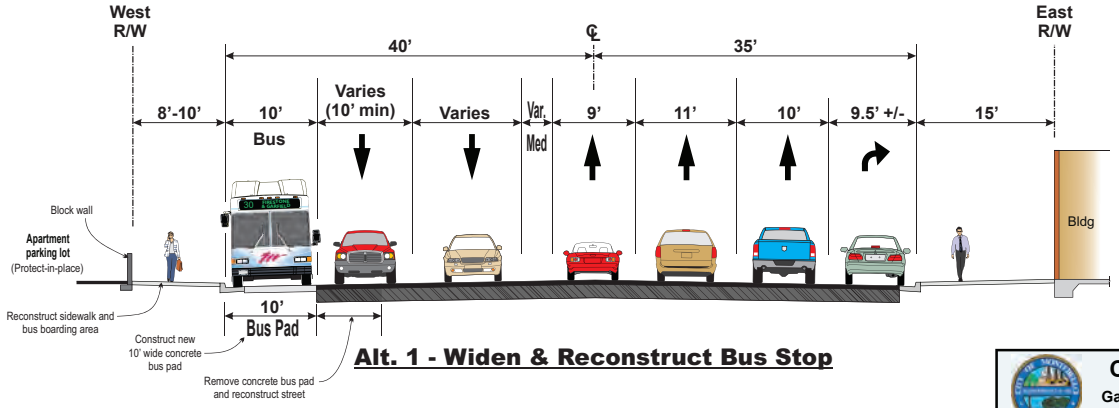
1. Bus Stop
2. Right Turn Lane
3. On-street Parking
4. Reconstruct Sidewalk to 10' Wide
5. Concrete Bus Pad
6. Bus Shelter
7. Right-of-Way Required

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Conceptual Alternatives

Figure 11. *Typical Sections - Design Alternative 1*



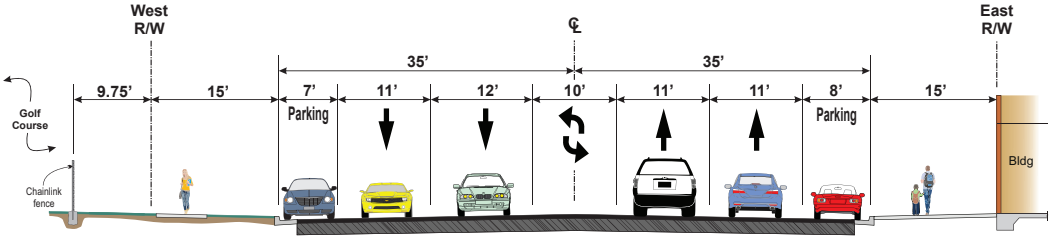
Existing Section at 150' South of Via Campo



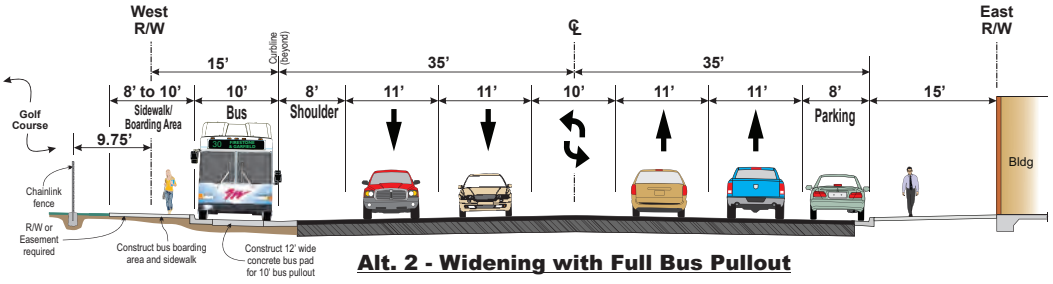
Alt. 1 - Widen & Reconstruct Bus Stop

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Alternative 1

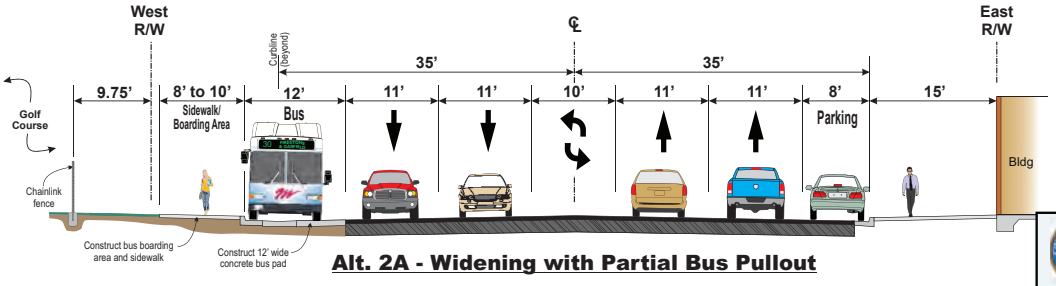
Figure 12. *Typical Sections - Design Alternatives 2 & 2A*



Existing Section at 125' South of Via San Clemente



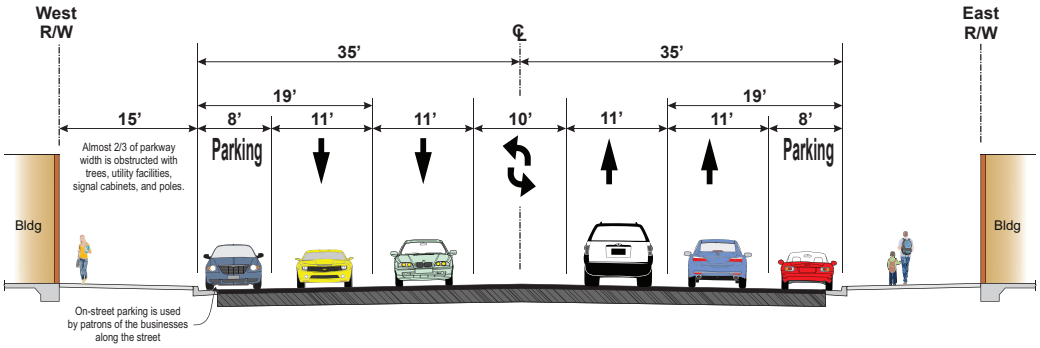
Alt. 2 - Widening with Full Bus Pullout



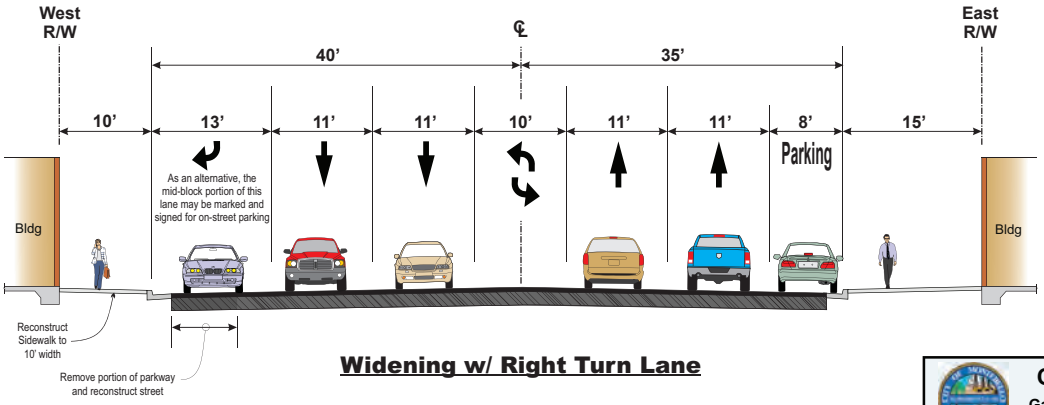
Alt. 2A - Widening with Partial Bus Pullout

City of Montebello
Garfield Avenue & Via Campo
Bus Turnout Lane
Alternatives 2 & 2A

Figure 13. *Right Turn Lane at Intersection of Intersection of Garfield Ave and Via San Clemente*



Existing Section at 100 feet North of Via San Clemente



Widening w/ Right Turn Lane

City of Montebello
Garfield Avenue & Via Campo Bus Turnout Lane
Garfield Ave with Right Turn Lane

Traffic Signal Relocation. The traffic signals may have to be relocated if there is any widening or reconstruction at the Via Campo or the Via San Clemente intersections. The signal cabinets for both of these signals appear to be located along the west curb line. At Via Campo, the affected signal poles include one mast arm signal pole and one pedestal signal pole. At Via San Clemente, the affected poles would two streetlight poles with signal heads mounted on them. Loop signal detection is used at the intersections and any lane changes or pavement rehabilitation would require modification of the signal wiring for the detector loops.

The City is proposing to improve the intersection of Garfield Ave and Via Campo as a part of Highway Safety Improvement Program (HSIP) project. The HSIP improvements include upgrade to the ADA ramps, select signal poles, and the signal controller. Based on preliminary review, these improvements will not impact the proposed widening limits and/or project objectives. However, modification to video detection zones and/or loops may be required pending new lane geometry.

The traffic signal at Garfield Ave and Via San Clemente will require modification due to impacts from the road widening to accommodate right turn lane. The NCM Team will take a holistic approach to signal modifications. This also provides a great opportunity for the City to make supplemental updates to the signal, including LED lighting, APS push buttons, countdown ped heads, and overall operation. The City has confirmed that it maintains the signal equipment (Siemens is the current signal maintenance contractor) but most of the arterials are timed by LA County. Any timing modification may not be needed; however, the NCM Team will coordinate with LA County to determine if there are any planning traffic signal synchronization projects along Garfield Ave and modify design as needed.

Street Widening/Sidewalk Grades. Street widening often results in changes to the sidewalk elevations as the extension of the street crossfall typically lowers the curb and grade which may affect the grading on the adjacent properties. Two of the businesses have front patios that currently meet the existing sidewalk grades. These porches are the primary access to the walk-up window and entry door, and are also used for outdoor seating for the patrons. Therefore, the new sidewalk grades will be a very important consideration in establishing the new profile grades. The sidewalks and the accesses to the businesses must also comply with ADA standards. Based on field observations, it appears that Garfield Ave has had pavement overlays in the past that have raised the paved surface above the original paving. If confirmed by field surveys, that would be advantageous as that could reduce the grade differential of the sidewalk where it meets the abutting properties. The pavement crossfall grades and transitions will designed to minimize grading impacts. Setting the new curb and sidewalk grades to reduce impacts while meeting required design standards will be a key design task for the Project.

On-Street Parking. There is currently on-street parking along the southern half of the project area. The on-street parking provides convenient short-term parking for patrons of J&S and Ground Up Coffee wanting to make a quick order. The on-street parking is particularly useful to patrons who drive larger work vehicles and find it difficult to access the narrow driveways and the tight parking lots.

Vacant Parcel at Garfield Ave and Via Campo. The property is a former gas service station and the previous building structures have been removed. The site is currently marketed as a mixed-use development. There are no current plans for the development. However, if development does occur during the design phase, we will work with the developer to coordinate the design details at the interface with the project.

Construction Traffic Handling/Construction Coordination. It is anticipated that construction of the Project will present many challenges. Garfield Ave is a heavily traveled principal arterial with heavy pm traffic. Several of the driveways are used throughout the day (J&S – a 24 hr. operation, and the multi-family residence), so driveway construction at these driveways must be coordinated and alternatives developed and agreed to ahead of time. The multi-family residence adjacent to the project area will influence the ability to use nighttime constructions unless alternative arrangements (e.g, short-term hotel rental during nighttime construction) can be made. The existing lane configurations leading into and out of the project area will affect the construction traffic handling the through the construction area.

Right-of-Way. Based on proposed design alternatives, our understanding is that the Project may temporarily impact up to five parcels to accommodate the bus turn-out with no permanent property rights and no relocation of occupants anticipated. The right-of-way tasks will encompass title investigation, appraisal, acquisition, escrow services, utility coordination, and utility and right-of-way certification.

The properties that may be impacted are all owned by the same entity which will make for a well-coordinated acquisition effort and provide for opportunities to negotiate terms and any coordinated construction activities that otherwise would be difficult to obtain with multiple ownerships. These properties, current use, and ownership are identified as follows:

While the proposed right of requirements is only for temporary construction purposes for reworking of driveway approaches and sidewalk rework, we believe the biggest right-of-way risk for the project is the potential for significant damages that could arise if the proper approach to access during construction is not applied. Therefore, our approach and assumption to lessen any damages is to always retain driveway access to the properties as well as maintaining walk-in access, especially to the commercial uses. This can be achieved by only closing off half of the drive apron at a time, or

work at night after business hours.

The NCM Team has identified a project alternative that would move the bus turn-out southerly onto City of Montebello property (APN 5267-007-900). Since it is owned by the City, with the exception of ordering a title report, it is assumed no right-of-way services would be required and the City would accommodate the right-of-way needs. This alternative would still require temporary rights for the other parcels described previously.

Utilities. This project has several utilities. We have already initiated some preliminary utility research work, and identified the following utility facilities along this stretch of the project.

- **4" Gas Line** — Under Sidewalk based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **8" Water** — Under Sidewalk based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **15" Sewer** — In Roadway based on storm drain as-builts and dig alert pavement markings documented during field visit.
- **60" Storm Drain** (Located approximately at the Centerline of the Roadway) based on storm drain as-builts.
- **CBMWD Reclaimed Water line** — located in the parkway behind the sidewalk at SW Corner of Garfield and Via San Clemente.
- **Fire Hydrant** at the SW Corner of Garfield and Via San Clemente. This will be protected-in-place.
- **Several Street Lights** may need to be relocated and service locations will need to be coordinated with power company. This relocation could impact a overhead powerline.
- **Traffic signal cabinet** at NW corner of Garfield Ave and Via San Clemente will be relocated and service locations will need to be coordinated with owner. This item will be covered by the Traffic sub but there may be coordination with utilities for power to the new cabinet location.
- **Overhead Utilities** — One or two anchor poles may need relocation.

The NCM Team will coordinate with the conflicting utility owners to determine a resolution to the conflicts.

All utility owners within the project area will be contacted to introduce the project team, discuss the project, and procure the latest as-built plans. The as-built plans will be used to prepare a Utility Strip Map. Once plotted, the utility plans will be sent back to the owners for verification purposes. The NCM Team will verify with utility owners to determine what facilities need potholing.

The NCM team will issue a "Claim Letter" based on these conflicts and forward to the affected owner with a conflict map. The determination of liability will be based on the installation rights of the utility owner and work with design to create a utility conflict matrix. Currently, it is assumed that all these facilities will not have a superior right; hence, the utility owners will be responsible for the costs of relocation. Once a relocation plan has been created by the owner of the facility and approved for conformance to the project by NCM Team, a Notice to Relocate will be sent to the owner directing them to relocate based on the approved plan. The Notice will be on City letterhead, include a schedule for relocation and an agreed upon liability determination for the conflict.

Tree Removal. There are five large eucalyptus trees along the south half of the project near the curb. The trees are very well-established, tall (about 60 to 70 feet tall), and have a canopy and branches that extend over the travel lanes and the nearby buildings. Removal of the trees will require heavy equipment and lane closures. Protection for the nearby buildings from falling branches will need to be considered. In addition, the large trees likely have a large root structure. The landscape architect will provide guidance on the extent of the root removal and backfilling necessary to avoid any street settlement issues in the future. The limits of the root removal may have to encroach well into the travel lanes and may have an impact on the existing utilities that are located within the root mass. The plans and specs will need to provide guidance for moving or locating utilities through root masses.

Environmental. Based on statements made in the Request for Proposal (RFP), our field visit, and review of project alternatives, it is anticipated that the level of document under CEQA would be a Categorical Exemption (CE), with the City as the lead agency under CEQA, as well as the preparation of associated Notice of Exemption (NOE). The project is expected to qualify as exempt from CEQA under Public Resources Code (PRC) 21084; 14 California Code of Regulations (CCR) 15301 (c) Existing Facilities. Under this CEQA exemption, the minor alteration of an existing street and sidewalk, as well as transit improvements such as bus lanes, are exempt. It is assumed that the construction of the project would not result in any significant environmental impacts. During the preparation of the technical studies and memoranda to support the CE, if any potential significant impacts are identified, NCM Team will notify the City immediately. NCM team will work together to determine the best design solutions that avoid significant impacts, to ensure that the CEQA CE remains appropriate.

We are proposing the preparation of some technical studies to support the preparation of the CE. An environmental impacts evaluation technical memorandum (EIETM) will be prepared that addresses air quality and climate change, biological resources,

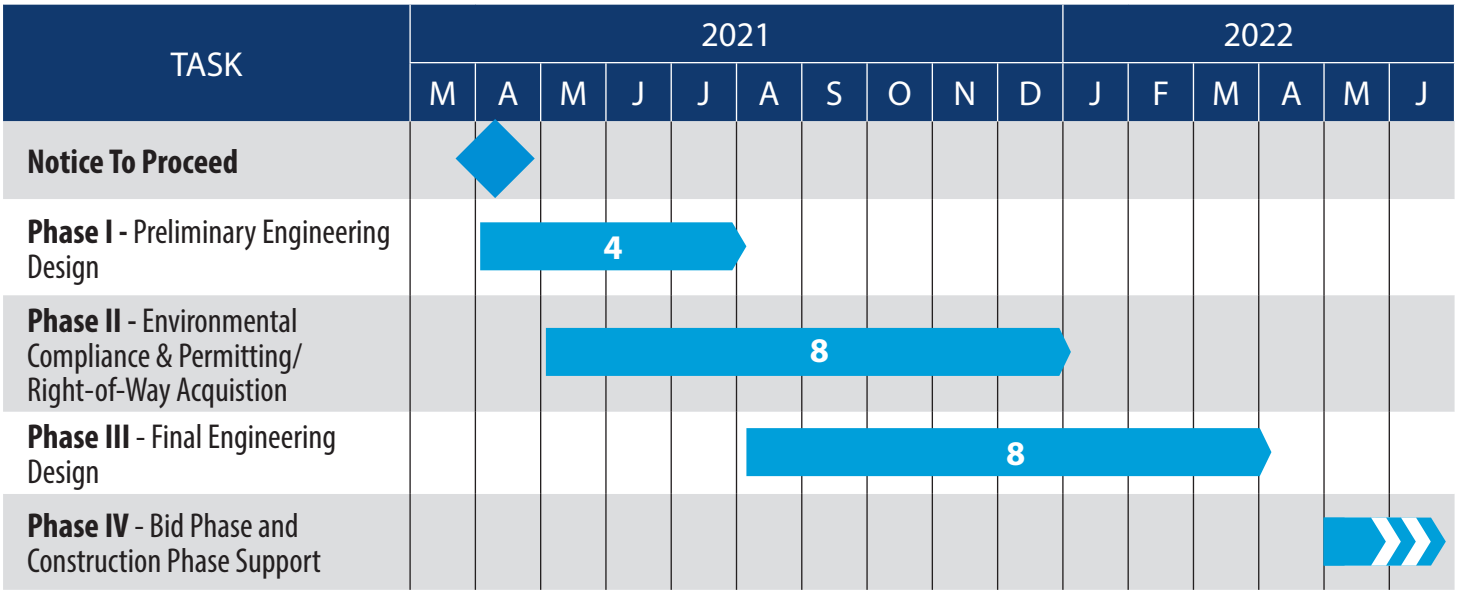
cultural resources, hazardous waste and materials, land use, noise, and traffic impacts. It is assumed impacts to other resources would not have the potential to occur and would therefore not need to be addressed in the EIETM; however, this approach will be discussed and agreed upon with the City at the outset of the project. This will include the potential impacts to residential and business units adjacent to the project. Based on a review of the project site no focused species surveys or delineation of jurisdictional waters are assumed to be needed. Preparation of all technical analyses and reports will follow local and state environmental guidelines, including the CEQA Guidelines.

An Aggressive Project Schedule to Achieve Efficient Project Approval

Our recent experience in preparing Preliminary Engineering/Environmental Approval/PS&E documents allows us to offer City an aggressive but realistic schedule for project delivery. Our abridged bar chart schedule, ***Figure 14*** is realistic and doable, and demonstrate that PAED (Project Approval/Environmental Document) can be completed in 8 months and PS&E approval in approximately 8 months.

To accelerate the schedule, we propose time-saving techniques that are proven to be effective on the delivery of City's project. Creating a conservative, yet practical, environmental study limits map and honing on Preliminary Engineering design quickly will allow the environmental team time to complete their critical activities early in the schedule which in turn allows to advance final design activities.

Figure 14. ***Proposed Project Schedule***



Professional Reputation of Firm/ Satisfaction of Current/Prior Clients

NCM'S track record for adhering to budget and schedules and preparing complete, high quality technical documents is evidenced by our continued involvement in and repeated selection for on-call services contracts and highway/roadway/bridge projects for Counties (Orange, Riverside, San Diego, and Kern), MPOs (LA METRO, RCTC, SBCTA, and OCTA), Caltrans (HQ, Districts 5, 6, 7, 8, 9, 10, 11 and 12) and many local cities. Majority of the projects are directly for Caltrans , and had some level Caltrans oversight and approval, and have been successfully delivered under a rigorous review for cost and schedule control, quality of services, and compliance with project and contract requirements. Our impressive track record for adhering to all of these requirements is evidenced by feedback provided by our client references and further demonstrated with long history with repeat clients.

Figure 15. ***References and Demonstrated History of Repeat Clients***

Project Name/ Description	Client Name, Address, Contact Information
Caltrans District 7 |Multi-Phase Project Specific Services, Los Angeles County, CA Under this contract two task orders were issued encompassing PAED and PS&E for a Barrier Replacement and Associated Improvements at 1) Fifth and Sixth Street Overcrossings at SR-110 and 2) Arroyo Seco Bridge Carrying SR-134. As prime NCM successfully delivered PAED phases of these task orders on time and significantly under the negotiated budget. Based on this outstanding performance, NCM Team was awarded PS&E Phase for both of these projects. The project has implemented several state-of-the art design criteria that are yet to be published by Caltrans.	**State of California Department of Transportation** **D7 | Program & Project Management** 100 S Main Street | Los Angeles, CA 90012 Richard Hartzell, PE | Office of Special Funded Projects | 916 227-8772 | richard.hartzell@dot.ca.gov **Date of Project :** November 2018-Present
LA Metro/Caltrans D7| Union Station/Patsaouras Plaza Busway Design-Build, Los Angeles, CA This $28 million design-build project with Metro consists of preparing a supplemental PSR/PR and the final design and construction of Metro's Union Station/Patsaouras Plaza Busway located in downtown Los Angeles. Key challenges included varying widths of bridge widenings, relocation of the bus loading platform , innovative bridge foundation design to avoid existing tunnels, realignment future redline tunnel, new pedestrian circulation elements with a new pedestrian bridge/ramp , unique architectural element featuring swinging panels, custom designed bridge deck drain system and extensive coordination with LA County/LA METRO/City of LA/Utilities. The construction was recently completed on this project.	**LA Metro** 1 Gateway Plaza | Los Angeles, CA 90012 Androush Danielians, D.Sc., PE | Structures Senior Director 213.922.7598 | danieliansA@metro.net **Date of Project:** April 2014-December 2020
RCTC/Caltrans D8|I-15 Express Lanes Project Design Build, Riverside County, CA This $244M design-build project delivers RCTC's vision to develop 15-miles of tolled express lanes (TELs) on the Interstate 15 (I-15) freeway between Cajalco Road and State Route 60 (SR-60). The project includes two TELs in each direction, outside widening of I-15 through the I-15/SR-91 system interchange, 11 bridge widenings including a major structure crossing the Santa Ana River and a complex structure crossing the BNSF tracks,8 non-standards retaining and 5 sound walls, toll collection system infrastructure, lighting, landscaping and extensive environmental compliance activities in order to meet the strict commitments for the project. The project opened for traffic in July 2020.	**State of California Department of Transportation** 1801 30th Street | Sacramento, CA 95816 Lily Sun, PE | Office of Special Funded Projects 916.227.8915 | lily.sun@dot.ca.gov **Date of Project:** March 2017- July 2020
City of Highland| Boulder Ave Bridge Over CityCreek, Highland, CA The project proposes to improve Sierra Ave to its Master Plan configuration including the construction of curbs, gutters, driveways, sidewalks, raised landscaped median, decorative street lights, traffic signal modification, and other improvements from Foothill Boulevard to Baseline Ave. NCM has recently submitted the 100% PS&E. The project is currently in construction.	**City of Highland** 27215 Base Line | Highland, CA 92123 Dennis Barton | Project Manager 909.499.9200 | dbarton@cityofhighland.org **Date of Project:** December 2016 - December 2020
Monte Vista Ave Grade Separation, Montclair, CA The project constructed a grade separation at Monte Vista Ave/Union Pacific Railroad (UPRR), an existing at-grade railroad crossing. To grade separate over the railroad tracks, roadway profile was raised significantly to clear the existing State Street, West State Street Storm Drain Channel and UPRR railroad tracks. Street improvements to Monte Vista Ave and intersecting streets within the project limits included traffic engineering (Signals, electrical, fiber optic, signing and striping, street lighting etc., staging), extensive utilities relocations, drainage improvements, pavement construction, retaining walls, curbs, gutters, sidewalks, hardscapes and landscaping. The project consisted of variety of complex right-of-Way negotiations of more than 22 parcels involving commercial, industrial, and residential properties - full and partial fee takes, temporary construction easements, right-of-entries, access modifications (driveways, gates, landscape enhancements etc.), and over 10 major utility relocations and out of which several of the overhead utilities (SCE, Spectrum, AT&T, Time Warner) has to be undergrounded.	**City of Montclair** 5111 Benito Street | Montclair, CA 91763 Noel Castillo, PE | City Engineer/Public Works Director 909.625.9441 | ncastillo@cityofmontclair.org **Date of Project:** June 2015- October2019

Experience in Public Contract Procedures, Requirements, Laws and Construction Claims

NCM has thorough knowledge of the County/Caltrans/ City/Utilities design standards and procedures. Los Angeles County designs are governed primarily by the various County published design manuals. The County uses either green book or Caltrans Standard specifications or combination thereof (if bridge and specialty structures are involved) as the basis for project construction contract documents on CIP Projects. **NCM is thoroughly familiar with Caltrans standards and specifications.** NCM has several On-Call contracts (06A2032, 06A2033, 062419, 062439, 590948) with Caltrans Districts 6, 9, 10 and 59 (HQ), and has successfully delivered over 40 task orders in the last several years. This is a clear demonstration of NCM's understanding of Caltrans Standards, Policies, Processes and Procedures.

For City's planning and major infrastructure improvements, NCM's design team will research the City's planning documents including the Circulation Element of the City General Plan and Regional General Plan to understand the long-term vision for major transportation facilities and circulation and how a particular project fits within that vision. Much of the County's improvements involve local street facilities that must serve non-vehicular users including pedestrians, cyclists, and transit commuters. **NCM has deep and practical understanding of the ADA standards for accessibility for those with disabilities.** Of particular importance for accessibility within public rights-of-way, NCM is cognizant and knowledgeable about the PROWAG (Public Rights of Way Accessibility Guidelines) standards and the Caltrans DIB 82-06, "Pedestrian Accessibility Guidelines for Highway Projects." NCM's work has included roadway improvements incorporating bicycle paths. This is growing in importance since the State of California passed the "Complete Streets Act" to assure that public roads meet the needs of motorists as well as non-motorized users of the public roads. Additionally, NCM has been involved with designing dedicated "Class I" bike paths. In 2016, NCM was honored with the ASCE Los Angeles Section *"Bikeways and Trails Project of the Year" for the College Height Bike Path Project in Kern County.*

NCM has extensive experience with drainage design in accordance with the *Los Angeles County Flood Control & District (LAFCD) Hydraulic Manual, and and Standard Plan Manual.* NCM also understands the water quality requirements for improvement projects. Of particular importance to public agency projects is the RCounty of Los Angeles Low Impact Development (LID) Standards Manual. NCM works with environmental consultants and the City to understand the impacts and provides engineering solutions to minimize impacts where possible. NCM subconsultant ICF delivered 100s of projects in Los Angeles County, the majority of which involve federal funding and close coordination with Caltrans District 7 in the completion of technical studies and CEQA and NEPA documents to support project approvals. Numerous technical studies prepared include Air Quality Reports, Noise Study Reports, Historic Property Survey Reports (including Archaeological Survey Reports), Visual Impact Assessments, and Natural Environment Studies consistent with guidelines set forth in Caltrans' Standard Environmental Reference. In addition to preparing CEQA/NEPA documentation, ranging from CEs to EIR/EIS documents, ICF has also prepared several Environmental Re-Validations. In additon, NCM brings premier experience of LAPM and LAPG in support of any City's efforts to secure federal and /or state funds.

NCM can bring on-call contract employee(s) that can support City in regards to Public Contract Procedures, Requirements, Laws, and Construction Claims.

Direct Experience by Project Staff on LA Metro-funded Projects

As an emerging leader in transportation engineering amongst small and mid-sized firms, NCM brings a proven history working with LA Metro and Caltrans District 7 and is trusted by agency staff. Through our continued work with the agencies, NCM has formed trusted working relationships with LA Metro's Highway program and personnel, and Caltrans Management and Staff, including Functional Units and Caltrans HQ Structures.

Through the recent work on Metro highway projects, NCM has formed close relationships with LA Metro, Caltrans District 7, Caltrans Headquarters, subregional COGs, Corridor Cities, and other agencies, such as LA County Public Works and City of LA, that will ensure effective coordination and efficient approvals during project delivery.

NCM is knowledgeable and experienced in all disciplines necessary for cost-effective and ontime delivery of a Project. NCM has recent, relevant experience working on-call services to Metro under the Highway Program Project Delivery Support Services Contract and Caltrans District 7 on Multi-Phase Project Specific Services Contract. NCM is currently working on I-605/Valley Boulevard Interchange, I-605/I-5 CIP, and just completed Union Station-Patsaouras Plaza Busway Design-Build (right in front of LA Metro HQ), all of which require(d) significant coordination with LA Metro staff, Caltrans District 7, and local cities.

NCM is currently a major SBE Consultant on 3 of the 4 firms that has been selected to provide Metro On-call Highway program Project Delivery Support Services. A large number of Highway Program Task Orders are expected to be issued by LA Metro under this On-call.

Also, NCM will be supporting the prime consultant on I-10 Express Lanes PAED expected to start in the next few months.

NCM's subconsultants (ICF and Group Delta) bring deep LA METRO projects' experience to bear on City's project.

TECHNICAL PROPOSAL

Prepared for:

City of Montebello
Public Works Department

Scope of Work

Prepared by:

NCM

www.ncmcivil.com

SCOPE OF WORK

SECTION A-I • INTRODUCTION

A. PROJECT DESCRIPTION

The City of Montebello proposes roadway widening of Garfield Avenue at the southwest corner of the intersection with Via Campo. The purpose of the widening is to provide a safe turnout lane for buses (Montebello Bus Line 30) that currently stop in the traffic lane and contribute to traffic congestion for southbound Garfield Avenue.

The Improvements are needed on Garfield Avenue to alleviate traffic congestion. Improvements will include pavement reconstruction and widening, ADA compliant sidewalks and ramps, bus turnout, ADA, onsite improvement modifications, tree removals, grading, slopes, drainage facilities, fence/wall/gate relocations/ replacements, traffic signal modifications, pavement markings, signage, street light modification, utility preservation and relocations, and possible intersection landscape/hardscape. Work on adjacent properties will include driveway modifications, grading transitions, and access adjustments.

The scope of services covers Preliminary Engineering Design, Environmental Compliance and Permitting/Right-of- Way Acquisition, Final Engineering Design, and Bid Phase and Construction Phase Support.

B. LOCATION

The PROJECT is located along Garfield Avenue between Via Campo and Via San Clemente intersections.

C. COORDINATION

The CONSULTANT (NCM Team) will coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include but will not necessarily be limited to the following: Various City's Departments, Utility Companies, Los Angeles County Flood Control District, Montebello Bus Lines, City of Monterey Park, Property Owners, Caltrans (assumed to be required for SR-60 Eastbound Off-Ramp Traffic Study Only), and Environmental Resource Agencies (assumed to be not required). All meetings with property owners or other outside agencies will only be scheduled with approval of the CITY.

D. PHASES

The services performed by the ENGINEER will be accomplished in four phases:

Phase I - Preliminary Engineering Design
Phase II – Environmental Compliance and Permitting/Right of Way Services
Phase III - Final Engineering Design
Phase IV – Bid Phase and Construction Phase Support

Phase I and Phase II will begin immediately upon receipt of the CITY's written notice to proceed (NTP).

E. STANDARDS

The preliminary engineering, environmental documents, final plans, specifications, and estimates will be prepared in accordance with the CITY's/County's regulations, policies, procedures, manuals and standards, and APWA/Caltrans latest standards, where applicable. All documents will be prepared using Imperial standards and dimensions.

1. Environmental Documentation

The environmental document will be a California Environmental Quality Act (CEQA) document.

For the CEQA document, the State of California requirements for environmental analysis and impact assessment procedures will be followed with the content of the environmental surveys, environmental technical reports, and environmental documents as set forth in the California Environmental Quality Act and other applicable State of California and County regulations and guidelines.

It is assumed that NEPA documentation is not required and excluded from this scope of work.

2. Engineering Plans, Specifications, and Estimates

Plans, specifications, and estimates will be prepared in accordance with the current CITY/County Road Improvement Standards and CITY/County Policies and Guidelines for Submittal of Plans, Specifications, and Estimates. Roadway plans will be prepared electronically with AutoCAD or MicroStation software as requested by the City. Special Provisions will be prepared using Microsoft Word conforming to the CITY format and content compliant with APWA Greenbook 2018 Standards Specifications and Standard Special Provisions.

SECTION A-II • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT AND COORDINATION

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under Project Management and Coordination.

SECTION A-III • SERVICES TO BE PROVIDED

TASK 2 PHASE I –PRELIMINARY ENGINEERING DESIGN

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under PRELIMINARY DESIGN. *The following scope items supplement the work items listed in the RFP under this PHASE I.*

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, maintenance reports, ROW maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data will be obtained and reviewed by the CONSULTANT. Field reviews will be conducted by the CONSULTANT during the development ofthe PROJECT to visualize field conditions, determine conceptual improvement alternatives, and to confirm the accuracy of any existing drawings and as-builts.

B. INITIAL UTILITY COORDINATION

The CONSULTANT will complete the following initial utility coordination tasks for the Preliminary Engineering Design Phase of the PROJECT - Inventory Existing Utility Data, Review Existing Utility CADD Files, Complete a Utility Review Field Visit, Create a Utility Conflict Matrix, Prepare New Utility Letter No. 1, Update Existing Utility Data and Matrix, Utility Coordination with SCE and 3rd Party Communications Firms, Update Existing Utility CADD Files, Prepare Conceptual Utility Layouts, Assemble Utility Maps for Preliminary Alternatives, Update Utility Maps for the Build Alternative and Identify Potential Utility Conflicts, and Prepare Utility Pothole Exhibits.

Deliverables

- Draft and Final Utility Strip Map
- Utility Pothole Exhibit

C. TRAFFIC STUDY

The effects of the SR-60 eastbound off ramp for Garfield Avenue and any need to modify the right turn lane onto southbound Garfield Avenue as well as the interaction with the proposed bus turnout lane will need to be assessed. The CONSULTANT will perform a level of service (LOS) analysis at the intersection of Garfield Avenue and Via Campo to determine operation impact for modifying the eastbound right turn lane. The analysis will compare existing conditions with proposed conditions assuming a certain buildout year. Due to COVID-19, relevant traffic count data that has been collected within the last 2 years will be utilized. If historic data is not available, CONSULTANT will collect traffic counts at this location and provide an approved growth factor for analysis purposes. A technical memorandum will be prepared discussing count/analysis methodology and LOS results. The traffic assessment assumes the study will not evaluate traffic impacts to the intersection based on planned and/or future development in the area.

Deliverables

- Draft and Final Traffic Study

D. GEOTECHNICAL REPORT

The CONSULTANT will perform shallow borings and provide a draft Geotechnical Report will present a project description, scope of studies performed, site and geologic conditions, geologic and seismic hazards, subsurface soil conditions, groundwater, soil design properties, pavement subgrade conditions and R-value, corrosion potential, and geotechnical recommendations for grading and compaction, utility trench excavation and backfill, recommendations for asphalt and concrete pavement structural sections and overlay of existing pavement, soils parameters as needed for minor foundations such as signal poles, and geotechnical construction considerations. Traffic index for use in pavement design will be provided by the CITY.

Deliverables

- Draft and Final Geotechnical Report

E. INITIAL SITE ASSESSMENT

To complete the Hazardous Waste component of the project environmental document a hazardous waste technical report is recommended. The performance of an Initial Site Assessment (ISA) provides the highest level of environmental due diligence for a transportation project while also providing an appropriate technical report for use during preparation of the environmental document.

The CONSULTANT will prepare one Initial Site Assessment (ISA) report which will include

a Site assessment for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Following is the summary of Tasks:

- Review of information provided by the CITY.
- Site reconnaissance to look for indicators of potential hazardous materials.
- Environmental databases search and outreach to various agencies such as Regional Water.
- Quality Control Board, Department of Toxic Substance Control, and other CITY/County agencies that deal with hazardous materials.
- Review selected historical records and mapping including aerial photos and maps.
- Completing the Caltrans User Questionnaires.

The scope includes one project-wide ISA. If the CITY requires individual Phase I ESAs for each acquisition property, a separate scope of work and cost will be provided.

Our product will be one ISA report including a discussion of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products which could impact the project. The report will also include the site location map, site visit notes, User Questionnaire, an environmental database search report, historical topographic maps and aerial photographs, and selected photographs from the site reconnaissance, and provide recommendations for additional site investigation, if warranted.

Assumptions

- The scope includes one project-wide ISA. If the CITY requires individual Phase I ESAs for each acquisition property, a separate scope of work and cost will be provided.
- This Project does not require Caltrans District 7 review. If District 7 will be involved in review of work plans and/or reports then the costs provided in this proposal will not be sufficient, and a separate scope of work and cost will be provided.

Deliverables

- ISA checklist
- Draft and Final ISA Report

F. DRAINAGE AND WATER QUALITY

A Drainage Design Report will be prepared to document the following: existing and proposed drainage maps and area calculations, existing and proposed hydrologic and hydraulic calculations, LID calculations and determination of BMP requirements and coordination with the CITY to incorporate BMPs into construction drawings to the extent practicable.

Deliverables

- Draft and Final Drainage Study

G. CONCEPTUAL LAYOUT AND GEOMETRY

This section outlines the sequential development, review, and refinement of Conceptual Roadway and Intersection Layouts in close coordination and collaboration with the City. Two Conceptual Roadway and Intersection Layouts are anticipated and included. The steps involved are Initial Concepts, Updated Concepts, Alternative Evaluation and Cost Analysis, CITY Selection of the Chosen Alternative, and Finalize Preliminary Design of the Build Alternative

Deliverables:

- Initial and Updated Conceptual Roadway Layout.
- Conceptual Utility Layout.
- Conceptual ROW impacts.
- Alternative Evaluation and Cost Analysis
- Finalized Preliminary Design of the Build Alternative

H. CITY SELECTION OF THE CHOSEN ALTERNATIVE

The CITY will review the alternative evaluation and cost analysis deliverables and select the chosen alternative (i.e., Build Alternative).

I. ENGINEERING TECHNICAL SUPPORT FOR ENVIRONMENTAL DOCUMENTATION

The ENGINEER will provide maps, exhibits, and CADD files for the environmental team including:

Engineering plans, Traffic Study, Utility Pothole Exhibits, Geotechnical Exploration Location Exhibit, Geotechnical Report, Initial Site Assessment, Drainage Report, Construction Limits Exhibits, Preliminary ROW Requirements Maps, Tabulations, and Summaries, Light pole Relocation Exhibits, Summaries, and Cross Sections and Engineering Support for Permitting (if required).

Deliverables

- Maps, Exhibits, and CADD files

TASK 3 PHASE II – ENVIRONMENTAL COMPLIANCE PERMITTING/RIGHT-OF-WAY ACQUISITION

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under ENVIRONMENTAL COMPLIANCE PERMITTING/RIGHT-OF-WAY ACQUISITION. The following scope items supplement or clarify the work items listed in the RFP under this PHASE II.

The following scope items supplements the items of work listed in the RFP under this Phase II.

A. GENERAL

Assumptions

- The California Environmental Quality Act (CEQA) document will be an Initial Study/Mitigated Negative Declaration (IS/MND)
- Significant traffic impacts under CEQA will not be identified related to SB743; if such impacts are identified then an Environmental Impact Report (EIR) would likely be required and a separate scope and cost for this would be necessary.
- The City of Montebello will be the lead agency under CEQA.
- The project will address one Build alternative (Proposed Project) in the technical studies and environmental document.

- No National Environmental Policy Act (NEPA) compliance will be required for the project.
- No California Department of Transportation review or involvement, with the exception of any review that Caltrans may conduct during public circulation of the CEQA document along with any other agencies, will occur.
- The project will not increase capacity.
- It is assumed that the properties along the west side of Garfield Avenue from Via Campo to Via San Clemente may be acquired and that the structures on these properties would be removed if the preliminary engineering design identifies as such.

Only those items specifically identified in this scope of services are included. No other effort is assumed or implied.

B. TECHNICAL STUDIES

CONSULTANT will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA. All resources to be addressed will be included in the IS/MND and no separate technical studies are assumed, other than those stated below. If additional studies are identified during the environmental phase of the PROJECT a scope of work and cost will be submitted for approval prior to their initiation. Preparation of all technical analyses and reports will follow local and state environmental guidelines, including the CEQA Guidelines.

Assumptions

- Focused protocol surveys for biological resources are not included. If focused surveys are identified during the biological field reconnaissance, then this will be communicated to the CITY and a scope and cost for this work will be provided.
- No Section 7 or 10 consultation or California Endangered Species Act Section 2081 or 2080.1 consultation will be required.
- PROJECT will not be required to make CEQA significance determinations for traffic based on SB743 using VMT.

Deliverables

For each technical study that requires separate documentation, outside of the inclusion within the IS/MND, the following submittals will be made. All submittals will be made

electronically.

- Draft Technical Study
- Revised Draft Technical Study
- Final Technical Study for approval

1. Cultural Resources

CONSULTANT will obtain a records search from the Southcentral Coastal Information Center, part of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a one-mile radius. Historic aerial and topographic maps and photographs will also be reviewed, if available. CONSUTLANT will establish a Project Area Limits (PAL) map in consultation with the City. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. To account for physical effects due to damage, demolition, or vibration, the PAL will be based on the total anticipated disturbance footprint associated with project activities (e.g., parcel acquisition, road widening/ construction, staging areas and other temporary construction easements, detours, drainage facilities, and other temporary construction activities). It will also account for potential vibratory, visual and/or noise effects beyond the limits of disturbance. CONSULTANT will coordinate with the City for consultation with Native American groups and other interested parties, under Assembly Bill (AB) 52 tribal consultation under CEQA, to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted in accordance with appropriate current state regulations.

Following completion of the record search/review, CONSULTANT will conduct a field survey of the PAL for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the PAL and that no testing and/or evaluation will be required.

Based on a preliminary desktop review of the project area and knowledge of the potential ROW acquisitions, built environment resources are expected to be included in the PAL. CONSULTANT will conduct field survey to record built environment resources in the PAL for the purposes of documenting resources and establishing the factual basis for exempting properties from further review. It is assumed that up to five built resources will be reviewed. CONSULTANT will prepare a Cultural Resources Evaluation Memorandum that includes appropriate context, evaluations, and appendices. It is anticipated that the evaluation will result in a

finding that no properties eligible for listing on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) are present within the project's PAL, and no archeological resources are present.

C. HAZARDOUS WASTE INVESTIGATION

1. Pre-Field Activities for Site Investigations

Prior to start of the site investigation, CONSULTANT will prepare a comprehensive project-wide work plan(s) including a health and safety plan (HASP) for the PROJECT. The work plans will include a Site Investigation Work Plan and a Hazardous Materials Survey Work Plan.

2. Field Investigation and Reporting

Site Investigation

Soil sampling will be performed within the zone of the future soil disturbance at the former gasoline station at 897 Garfield Avenue (Mobil #18-EQA). It is assumed no more than eight (8) borings will be advanced to a planned depth of 5 feet (ft) below ground surface (bgs) to satisfy the Project requirements. The borings will be located within the zone of future soil disturbance for this project (see assumptions below). The work will consist of the following tasks:

- Coordinate site access.
- CONSULTANT will mark exploration locations and notify Underground Service Alert (USA) to identify public utilities in the planned area.
- Perform borings down to the depth of proposed soil disturbance using a direct-push drill rig. Soil samples will be collected at 0-0.5 ft, 1.5 ft, 3.0 ft, and 5.0 ft sampling intervals. Laboratory testing will be assigned to all samples. Additional samples may be collected at deeper depths in the event field monitoring or olfactory observations indicate contaminated soil at the total depth of the boring. If significant additional sampling depth intervals and/or locations are requested, additional laboratory costs may be incurred that are not included in the CONSULTANTS cost estimate.
- Laboratory testing will be performed in order to support soil management and disposal requirements. The analytical protocol is summarized below:
    - Soil samples will be analyzed for volatile organic compounds (VOCs) using EPA Method 8260B.
    - Soil samples will be analyzed for total petroleum hydrocarbons (TPH)

using EPA Method 8015.

- Soil samples will be analyzed for Title 22 Metals using EPA Method 6010B/7470A.
- Soil samples will be analyzed via the California Waste Extraction Test (CA_WET) or the Federal Toxicity Characteristic Leaching Procedure (TCLP) as necessary for comparison to hazardous waste criteria.

CONSULTANT will prepare a detailed report summarizing the findings of the investigation. The report will contain a description of the field activities and summary of the laboratory results, conclusions and recommendations, boring logs, tables, and figures as necessary.

Assumptions

- It is assumed that the Site Investigation for 897 Garfield Avenue only serves to investigate soil that will be encountered during construction for health and safety and soil management purposes related to the PROJECT. An investigation of the full gas station including assessment of the underlying groundwater for purposes of understanding property acquisition liability, concurrence with the regulatory closure, and/or assessment of accuracy of the findings of the previous gas station's is not included as part of this scope of work.
- After ISA and right-of-way (ROW) determinations are completed, a SI may be required for other locations to a degree that is impossible to anticipate with our current knowledge of the site and project ROW needs. If necessary, NCM will work with the City to prepare a Scope and Fee.
- Paint and thermoplastic striping will not be investigated and will be managed using standard special provisions.

Buildings - Asbestos Containing Materials (ACM) & Lead Based Paint (LBP) Surveys

Structures on three (3) properties will be demolished in support of the PROJECT. Hazardous materials surveys are required by South Coast Air Quality Management District (SCAQMD) prior to demolition.

CONSULTANT proposes to utilize our Cal-OSHA CAC or CSST to conduct a site reconnaissance to identify the locations of potential ACMs and our CDPH certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis.

An x-ray fluorescence (XRF) device may be used to analyze paint rather than collection of destructive samples for these private properties. CONSULTANT will prepare an ACM and LBP investigation report summarizing the findings.

D. ENVIRONMENTAL DOCUMENT

1. Draft Environmental Document

As previously described, it is assumed that the appropriate document for the proposed project will be an Initial Study/Mitigated Negative Declaration (IS/MND). If a higher level CEQA document is identified, or a Categorical Exemption is identified as the appropriate document for the proposed project based on the technical analyses performed, then this will be communicated to the CITY and a scope and cost for performing this work will be submitted. It is assumed that a CEQA Checklist format will be utilized for the IS/MND.

The scope of services for the technical areas to be addressed directly in the IS/MND, which are expected to require technical analyses, are described below. All other sections of the document will be prepared using the information included in the technical studies that are prepared for the project, or using existing, available information.

Deliverables

- Final Draft IS/MND and Comment/Response Matrix for approval by City for circulation (electronically to CITY)
- Mitigation Monitoring and Reporting Program (MMRP) (included as an appendix in each submittal of the IS/MND)
- Five (5) hard copies and one electronic (pdf) final Draft IS/MND for availability (it is assumed that all filing with the State Clearinghouse will be done electronically and no hard copies are assumed)

The following items will be documents in the IS/MND:

Air Quality

The ICF will document the following in the IS/MND:

- **Regulatory Setting and Existing Conditions.** Summarize the air quality regulatory environment as it affects the proposed project and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality

Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

- **Regional Conformity.** The PROJECT is exempt from regional conformity under 40 CFR 93.127, Bus Terminal. CONSULTANT will confirm that the PROJECT is listed in the Southern California Association of Governments (SCAG) 2019 Federal Transportation Improvement Program (FTIP). It is assumed that the PROJECT will be determined to be included and accurately described.

- **Project-Level Conformity**

    - Localized Carbon Monoxide Hot Spot Analysis. Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
    - Localized PM2.5/PM10 Hot Spot Analysis. The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM2.5 and PM10 concentrations. No coordination or involvement with the SCAG Transportation Conformity Working Group (TCWG) is assumed or included.

- **Evaluation of Construction-Period Emissions.** A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.

- **Evaluation of Operations-Period Mass Emissions.** The project is not capacity increasing and will not result in a material impact on vehicle miles traveled (VMT). CONSULTANT will confirm this assumption with the traffic engineer and qualitatively disclose that operation of the project would have no impact on long-term emissions.

- **Mobile Source Air Toxics.** Because the project will not result in changes in traffic volumes, vehicle mix, or basic project location, it is not expected to have a meaningful mobile source air toxics (MSATs) effect. While the turnout lane will move buses closer to homes and a golf course west of Garfield Avenue, the

shift would be limited to just the new turnout and is not expected to have a material impact on MSAT emissions. Accordingly, we will qualitatively evaluate (MSATs) emissions using FHWA's updated interim guidance on how MSATs should be addressed.

- **Climate Change/Greenhouse Gas Emissions.** The project would have no impact on operations-period GHG emission. Construction GHG emissions will be quantified using the Road Construction Emissions Model.

Biological Resources

CONSULTANT will evaluate the potential for impacts from the project on biological resources within the project footprint and 500-foot buffer (study area). CONSULTANT will review the California Department of Fish and Wildlife, Natural Diversity Database, Rarefind, additional biological resource databases, aerial photos, and any other readily available commercial data to determine the locations and types of biological resources that have the potential to occur within the study areas. Based on the urbanized nature of the project location, CONSULTANT will conduct a desktop-based biological survey of the study area to observe, document, and evaluate the onsite conditions and determine the potential for occurrence of common and special-status biological resources. It is assumed that no special-status species will be identified that have the potential to occur on the project site and no jurisdictional resources will be identified. No further work related to biological or jurisdictional resources is assumed. Permits are assumed to not be required for the project and are not included in this scope of work. The results of the literature review and desktop survey will be directly incorporated into the IS/MND.

Community Impacts and Land Use

CONSULTANT will identify the community impacts on neighborhoods, businesses, and minority and low-income populations, as well as the project's compatibility with the existing and future land uses and consistency with local land use plans and regional transportation plans, for inclusion in the IS/MND. The analysis performed will consider residential and business acquisitions and relocations; changes in access/circulation, community cohesion characteristics, demographic characteristics and growth; and demand for new or expanded community facilities. A relocation document will be prepared by CONSULTANT for inclusion in the community impact assessment. The project will be reviewed for consistency with local and regional plans, as well as impacts to: community cohesion, access/circulation, residential and business displacement, land use, growth

inducement, property values, and tax revenues. It is assumed that no farmland will be impacted or evaluated.

Noise

Since the CITY is the CEQA Lead Agency, the peak noise hour modeling information will be used to calculate an anticipated Community Noise Equivalent Level (CNEL) noise level by which to compare to the CITY's exterior 65 dBA CNEL/interior 45 dBA CNEL threshold against. Should the proposed improvements result in an exceedance of the CITY's standard or any thresholds determined to be applicable, mitigation measures (where feasible) will be presented to reduce impacts to less than significant. It is assumed that significant impacts, with the incorporation of any feasible mitigation measures (if necessary), will not occur.

CONSULTANT noise staff will identify noise sensitive land uses and other features using platforms such as Google Earth prior to the field survey. A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas along this alignment. It is estimated that short-term sound-level data (typically two consecutive 15 to 20-minute measurements) will be collected at up to three (3) representative land uses and noise-sensitive locations throughout the area. In addition, continuous 24-hour noise monitoring will be conducted at up to one (1) location if a secure measurement location can be identified.

CONSULTANT will conduct traffic noise modeling of the project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project. Noise levels will be compared to CITY noise standards to determine if any noise impacts would result. CONSULTANT will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation. It is assumed that no construction or operational period noise impacts will be identified and that no further noise work will be required.

Visual Impacts

CONSULTANT will assess potential visual impacts using methods and protocol developed by the Federal Highway Administration (FHWA). The analysis will define the project location and setting; describe visual resources and resource change and viewer groups and viewer responses associate with the project; and evaluate

potential visual impacts caused by the proposed project, including any proposed mitigation measures to reduce impacts. It is assumed that no photo simulations or graphics will be required prepared.

CONSULTANT will conduct a field visit to assess the existing visual resource conditions in the project area, for use in preparing the analysis. The field visit will photo inventory existing conditions including viewpoints, notable visual resources, and the visual quality of the project area.

Paleontological Resources

A record search from the Western Science Center and the Natural History Museum of Los Angeles County will be obtained to determine if previous fossil localities are known within or near the project site. Available construction plans and geotechnical reports will be reviewed to identify the locations and activities where excavations will potentially impact sensitive geologic units. It is assumed that a Paleontological Mitigation Plan (PMP) will not be required for the project; however, this will need to be confirmed once the paleontology information has been obtained and evaluated. If a PMP is required, a scope and fee will be submitted to the City and NCM for approval prior to conducting this work. This information will be directly incorporated into the IS/MND.

2. Public Outreach

Consultant will provide public outreach in support of the environmental document.

CONSULTANT will coordinate with the CITY to develop a stakeholder list specific to the PROJECT. CITY will provide a list of property owners, residents, businesses, schools, chambers of commerce, major employers, city offices, elected officials, news media, civic groups, transportation and transit agencies, sensitive receptors, emergency responders, utility providers and other identified local stakeholders in the area for inclusion. The stakeholder list will be updated on a regular basis and/or as needed by the CITY, such as after meetings or inquiries. The stakeholder list will be used as the master communications resource for distribution and maintenance of all project information, including direct mail, e-mail and in-person communications.

CONSULTANT will plan and coordinate one public meeting during the public availability period for the purpose of receiving agency and public comments on the Draft Environmental Document and to ensure stakeholders are adequately informed on the status of the project process, helping to foster community support.

CONSULTANT will provide facilitation and the overall public meeting logistics including identification of meeting location, coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, meeting handouts, photography, and interpreter. Meeting participants will be added to the stakeholder list for future communications and preparation of the meeting summary report.

CONSULTNAT will draft and finalize collateral materials to ensure that consistent, accurate, easy-to-understand information is provided to the public. Collateral material will be used to build awareness and educate the community about the project's purpose, need and design process. Materials will be developed in hard copy and digital formats for inclusion on the City's website and made available at City. Materials will include a project fact sheet and frequently asked questions (FAQ).

Deliverables:

- Stakeholders List
- Collateral Material for Public Outreach Meeting

3. Notice of Availability

For the proposed project CONSULTANT will utilize a distribution list developed with the CITY to distribute the document. CONSULTANT will prepare a combined Notice of Intent to adopt a MND (NOI) in accordance with City requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the County Clerk's office, and for distribution to anyone who has filed a written request with the CITY. It is assumed that the notice will be a combined NOI and Notice of Public Meeting (NPM). A draft notice will be provided to the CITY for review and approval. It is assumed that CONSULTANT will coordinate publication of the notice with the appropriate newspapers. A cost of $5,000 for publishing of the notices is assumed. If the cost is in excess of this amount, then CONSULTANT will notify the CITY and this will be billed to the City at cost for reimbursement. It is assumed that the technical studies will not be included in the availability, but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and NOI/NPM will be provided to the availability locations (City and libraries), cds containing the document and a hard copy of the NOI/NPM will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOI will be provided to property owners and

residences within a 500-foot radius of the proposed project. A Draft State Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared and submitted to the City for review. The final form, along with the Draft IS/MND, will be submitted by CONSULTANT to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or included in this scope of work).

Deliverables:

- Draft NOI (assumed to be transmitted electronically with no hard copies)
- Final NOI
- Draft and Final Notice of Completion & Environmental Document Transmittal

4. Response to Comments

At the close of the public availability period for the Draft IS/MND, CONSULTANT will review and respond to all comments received. The comments will be responded to and incorporated directly into the Final IS/MND. It is assumed that no comments requiring legal review or requiring new analyses or from lawyers will be received.

Deliverables:

- Responses to comments (included in Final IS/MND)

5. Final Environmental Document

CONSULTANT will revise the IS/MND to respond to the comments and to document whether any changes to the project have occurred. The following submittals are assumed. If comments remain after the revised draft Final IS/MND then a revision workshop will be held to address any remaining comments.

Deliverables

- Draft Final IS/MND for review (electronic copy to the City)
- Final IS/MND for review (electronic copy to the City)
- Two hard copies and electronic copy of adopted Final IS/MND for City records/use

6. File Notice of Determination (CEQA)

CONSULTANT prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the County Clerk. The NOD will be prepared using the standard NOD format. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed. The CDFG filing fee has been included in the submitted cost estimate and is assumed to not exceed $2,600.

Deliverables

- Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

E. ENVIRONMENTAL PERMITTING

Based on our current understanding of the PROJECT, it is assumed that the proposed PROJECT will not require any Resource Agency Permitting.

F. RIGHT-OF-WAY SERVICES

1. Right-of-Way Engineering

Upon completion of the 65% Plans, the CONSULTANT will develop Final Right-Of-Way Requirements Map to show final proposed ROW with centerline survey alignment data and ROW limits. Final Right-Of-Way Requirements Map will display Assessor's Parcel Number, Property Owner Name, and display Stations and Offsets to identify the limits of:

- Right-Of-Way Acquisitions (full and partial)
- Slope Easements
- Temporary Construction Easements
- Drainage Easements
- Building Impacts
- Existing Easements (if any)

The CONSULTANT will also update detailed summary tabulation for the above ROW acquisitions, easements, and building impacts.

2. Legals and Plats

The CONSULTANT will submit Final Right-Of-Way Requirements Map and detailed summary tabulations to the Surveyor for the preparation of legal descriptions and plats. The Right-of-way requirements maps will also identify the parcels needed for rights-of-entry and easements. The map will be utilized by the Surveyor and Right-of-way Agent to prepare the documents necessary to obtain the ROW, rights-of-entry, and easements.

Assumptions

If the Relocation Impact Document (RID) prepared for the environmental document based on the preliminary engineering design requires full acquisition and relocation of all occupants, a separate right-of-way full acquisition and relocation scope and fee will be prepared to perform that work. *Currently, right-of-way scope and fee does not include this specific scope of work.*

3. Relocation Impact Document

- The PROJECT could result in impacts to the private properties resulting in displacement of residential and business occupants. CONSULTANT will prepare a relocation impact document (RID) for inclusion in the environmental document. The RID will include the following tasks:

- Provide an estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, and as available through Census or other available data, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and the handicapped when applicable.

- Provide an estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, consideration of housing of last resort actions would be identified.

- Provide an estimate of the number, type, and size of the businesses to be displaced and the approximate number of employees that may be affected.

- Provide an estimate of the availability of replacement business sites. If an adequate supply of replacement business sites is not expected to be available, the impacts of displacing the businesses would be considered and addressed. If the displaced businesses involve complex or lengthy moving processes, or

small businesses with limited financial resources and/or few alternative relocation sites, an analysis of these business moving problems will be addressed.

- Provide any special relocation advisory services that may be necessary, if any, the City may need to consider.

TASK 4 PHASE III –FINAL ENGINEERING DESIGN

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under DESIGN.

TASK 5 PHASE IV –BID PHASE AND CONSTRUCTION PHASE SUPPORT

The CONSULTANT is in general agreement with the Scope of Work for this task listed in the RFP Section B SCOPE OF SERVICES under FINAL BID PHASE and BID PHASE SUPPORT/CONSTRUCTION SUPPORT SERVICES.

OPTIONAL TASK

TASK 6 – TRAFFIC STUDY FOR SR-60 EASTBOUND OFF-RAMP CLOSURE AT FINDLAY AVENUE

The following items are additional scope items included as optional tasks. The following scope items supplements the items of work listed in the RFP under Phase I.

The CITY proposes to analyze the potential permanent closure of the California State Route (SR-) 60 Eastbound Off-Ramp to Findlay Avenue (Exit 6A) in the City of Montebello, in Los Angeles County. The CITY intends to study implementing various roadway improvements and access modifications within the study area in order to improve transportation circulation and safety on the adjacent city streets. The key feature of these improvements is the consideration to fully close the subject off-ramp in order to alleviate excessive traffic volumes and speeds at the downstream intersection and school crossing at Findlay Avenue.

According to the Caltrans latest ADT Ramp Volume database (2017), the average daily vehicle volume on the SR-60 Eastbound Off-Ramp to Findlay Avenue is in the range of 7,200+ vehicles per day. Applying Caltrans latest available peak hour volume data for the nearest postmile to the ADT indicates that approximately 500+ of these vehicles are exiting the freeway at this location during the AM/PM peak hours. In closing the eastbound Findlay Avenue off-ramp it is assumed that this traffic will be diverted to the nearest upstream and downstream ramps, at Atlantic Avenue and Garfield Avenue, respectively, and re-route to their destinations through the surrounding street system.

In accordance with Caltrans' traffic study requirements and standard procedures, the traffic analysis must therefore assess the potential short-, mid- and long-term impacts of permanently modifying the State Highway System access, evaluate viable alternatives, and develop potential mitigation measures to alleviate any identified significant transportation impacts of the conceptual improvements.

A. Meetings/Coordination

Stakeholder coordination during the development of the Traffic Study and Roadway Geometrics for the SR-60 Eastbound Off- Ramp Closure at Findlay Avenue.

B. Data Collection

1. Freeway Mainline Counts

CONSULTANT will conduct full vehicle classification counts (using video) for the

freeway mainline segments shown in Figure 1. The cameras will be mounted to existing fixtures along the roadside, such as street lighting poles. Mainline counts will be located upstream from the off-ramp study locations. Any notable queuing or congestion caused by traffic incidents on the freeway mainline or shoulder, back-propagation at the existing off-ramp study locations, or other pertinent delays will be analyzed during the quality assurance process after the equipment is retrieved from the field to determine if any re-counting is required. All video and automated traffic data will be tabulated to show daily directional traffic volume trends with respect to the three (3) off-ramp study locations, and broken down by 60-minute and 15-minute intervals.

Figure 1 - Count Locations

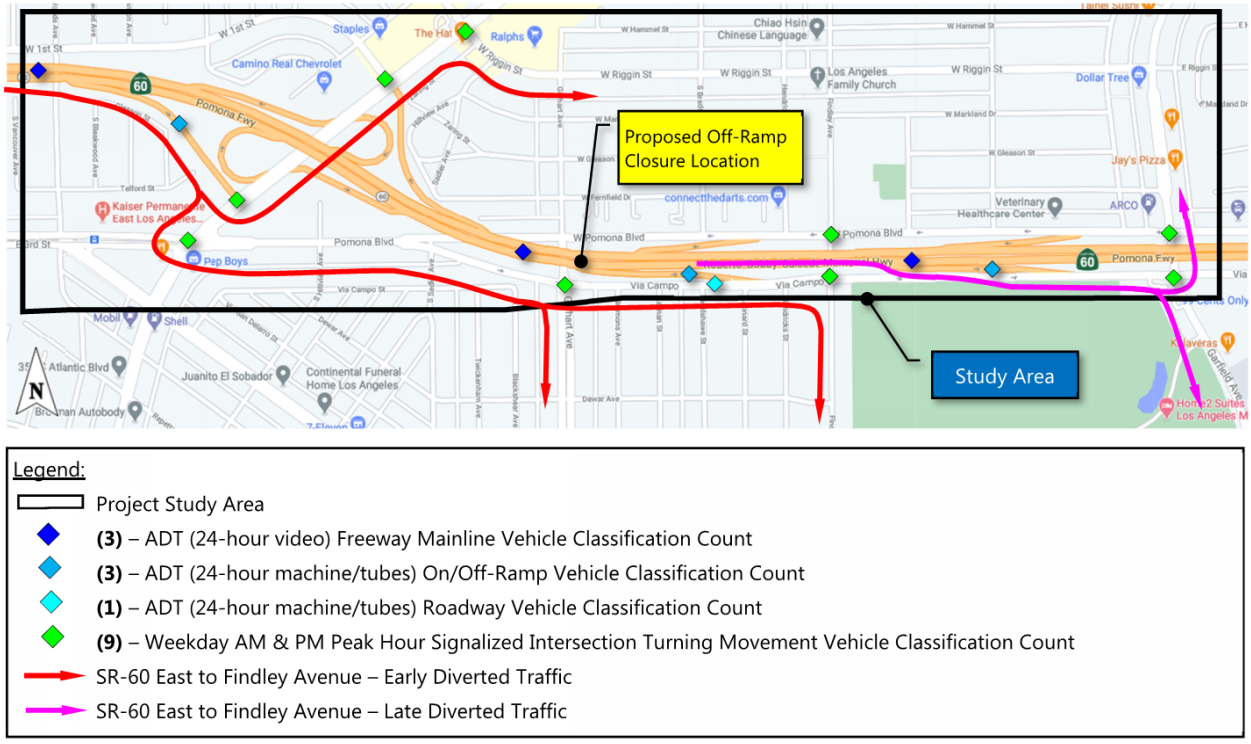


Table 1 - Proposed Traffic Data Count Locations

Count Location	Count Type	Data Type/Format
Eastbound SR-60 west of Atlantic Boulevard	Mainline 24-hour Count (ADT)	Video
Eastbound SR-60 west of Findlay Avenue		
Eastbound SR-60 west of Garfield Avenue		
Eastbound SR-60 Off at Atlantic Boulevard	Off-Ramp 24-hour Count (ADT)	Video/Tube
Eastbound SR-60 Off at Findlay Avenue		

Eastbound SR-60 Off at Garfield Boulevard		
Via Campo east of Bradshaw Street	Roadway 24-hour Count (ADT)	Tube
Atlantic Boulevard at Pomona Boulevard	Signalized Intersection Weekday AM/PM Peak Hours	Manual
Atlantic Boulevard at SR-60 Eastbound Off-Ramp		
Atlantic Blvd. at SR-60 WB Off-Ramp/1st Street		
Atlantic Boulevard at Riggin Street		
Via Campo at Gerhart Avenue		
Findlay Avenue at Pomona Boulevard		
Findlay Avenue at Via Campo		
Garfield Boulevard at Pomona Boulevard		
Garfield Boulevard at Via Campo		

2. Freeway Ramp Traffic Counts

CONSULTANT will conduct full vehicle classification counts (using video) for the freeway mainline segments shown in Figure 1, below. Together with the mainline traffic volume counts, the collection of ramp data will provide a sufficient data set to evaluate the effect of traffic diversions to adjacent ramp junctions, and the impact on weaving movements upstream from the proposed ramp closure location. consultant will also provide for one (1) roadway tube count on Via Campo near the off-ramp junction to Findlay Avenue.

Highway data will not be collected during holiday periods, inclement weather or where there is major on-going construction affecting the SR-60 freeway mainline, ramps or interchange areas with local intersections.

3. Manual Traffic Classification Counts

The CONSULTANT will conduct manual traffic classification counts. Manual vehicle classification turning movement counts, including truck classification, will be collected in the field through visual observation by consultant's traffic counters. Field personnel will collect the volumes using portable computers from observation stations at local intersections during the peak hours. CONSULTANT'S traffic counters will seek any opportunities to utilize video cameras at these locations to collect the volumes for office post-processing, and propose such counts to the City.

4. Permits

CONSULTANT will work with its traffic data collector to coordinate and expedite reviews and issuance of the necessary Caltrans and local Encroachment Permits to allow work within the public right-of-way. Obtaining permits in a timely manner is of critical importance to the field data collection effort. Caltrans usually requires a

"double permit" with the cooperation of the local agency, which takes about one to three weeks to process. CONSULTANT will coordinate with its traffic data collector to complete and submit the permit applications, which will outline the specifics of the field data collection program, including number and location of the traffic data collection equipment and personnel; start and completion days/dates; and general descriptions of our proposed field inventory and traffic counts activities including time-of-day for the work. Permits will be approved prior to placing any automated traffic data collection equipment or conducting any manual traffic counts within the public right-of-way. As part of the permit application(s), we will furnish and attach maps depicting the exact locations of video/machine tube counter placement, and proposed stations of any field personnel. Note: This work covers Caltrans/City permit application preparation only. Any actual permit costs will be billed to the Client and/or Agency.

C. TRAFFIC ANALYSIS

1. Existing Traffic Conditions Analysis Memorandum

The first memorandum will encompass a critical inventory of the project study area by consultant, and a review of all relevant collected data as described above. Submittal of this initial memo is critical both in terms of developing a clear understanding of the project, and to ensure proper recognition of all previous efforts and efficient use of previously collected data. CONSULTANT will coordinate with the Client to obtain the latest available Project Description and current design alternative(s). The initial traffic assessment of the existing conditions will include discussions and summaries of the following:

- Proposed Project Concept
- Existing Study Area traffic controls and roadway geometries
- Freeway Mainline, Ramp and Intersection Daily & Peak Hour Traffic Volumes
- Level of Service (LOS) of all study location
- Existing Queuing Analysis
- Traffic Data Appendices

2. Traffic Forecasting, Methodology and Assumptions Memorandum

Traffic Forecasting, Methodology and Assumptions Memorandum – Once the existing traffic conditions report has been submitted and filed by Caltrans,

CONSULTANT will prepare a traffic forecasting, methodology and assumptions memorandum to summarize the approach for the subsequent traffic operations assessment, and specifically the traffic forecasting component of the operational analysis. This task will include obtaining the latest SCAG regional travel demand model outputs and the underlying socioeconomic forecasts used in that model. This memo will describe the tools and procedures that CONSULTANT will use in developing the future-year traffic forecasts, and other operational inputs to use in analyzing the future conditions. The components of this report will include the following:

- Forecasting Analysis Study Area
- Analysis Scenarios
- Summary of Existing Traffic Data
- Development Forecasted Traffic Volumes (Growth Factors, Cumulative Project, Planned Near- and Long-Term Transportation Improvements, SCAG model post-processed data, etc.)
- Traffic Operations Analysis Methodology
- Next Steps – Discussion of Following Traffic Volumes Report
- Traffic Forecasting Sources and Reference Material

3. Traffic Volumes Report

After all comments and input are obtained and incorporated into the traffic forecasting/methodology memorandum, CONSULTNAT Will prepare a Traffic Volumes Report to document the final traffic volumes data, assumptions, and methodologies to develop the future traffic volumes which will be used in the traffic operations analysis. The components of this report will include the following:

- Existing Balanced Traffic Volumes Profile
- Comparison of Collected Data with Caltrans PeMS and Traffic Census Data
- Average Annual Daily Truck Traffic (AADTT) Summary
- Project Opening Year Traffic Volume Profile (No Build, Build)
- Horizon Year Traffic Volume Profile (No Build, Build)

4. Traffic Operations Analysis Report

The final traffic analysis report that CONSULTANT will prepare is the Traffic Operations Analysis Report (TOAR), which rolls up all of the previous efforts and memoranda into a final report detailing the anticipated traffic impacts of the project on the surrounding transportation system in the near-term and long-term. The components of this report will include the following:

- Project Description, Purpose and Need
- Study Area and Operational Analysis Network
- Summary Existing Conditions (Memo 1)
- Summary of Forecasting Methodology, Approach and Assumptions (Memo 2)
- Summary of Traffic Volume Inputs (Memo 3)
- Traffic Operations Impact Analysis – Freeway, ramp and local arterial intersection impacts during the Opening and Horizon Year Scenarios
- Tables and Exhibits
- Complete Appendices of All Tasks, including HCM/HCS Worksheets, Synchro LOS Worksheets and Queueing Analysis Calculations

Deliverables

- Existing Traffic Conditions Analysis Memorandum
- Traffic Forecasting, Methodology and Assumptions Memorandum
- Traffic Volumes Report
- Traffic Operations Analysis Report

D. Roadway Geometrics

CONSULTANT will develop up to two conceptual roadway layouts for the SR-60 Eastbound Off-Ramp Closure at Findlay Avenue. The steps involved are Initial Concepts, Updated Concepts, Alternative Evaluation and Cost Analysis, CITY Selection of the Chosen Alternative, and Finalize Preliminary Design of the Build Alternative. The CITY will review the alternative evaluation and cost analysis deliverables and select the chosen alternative (i.e., Build Alternative).

Deliverables

- Initial and Updated Conceptual Roadway Layout
- Conceptual Utility Layout
- Conceptual ROW impacts
- Alternative Evaluation and Cost Analysis
- Finalized Preliminary Design of the Build Alternative

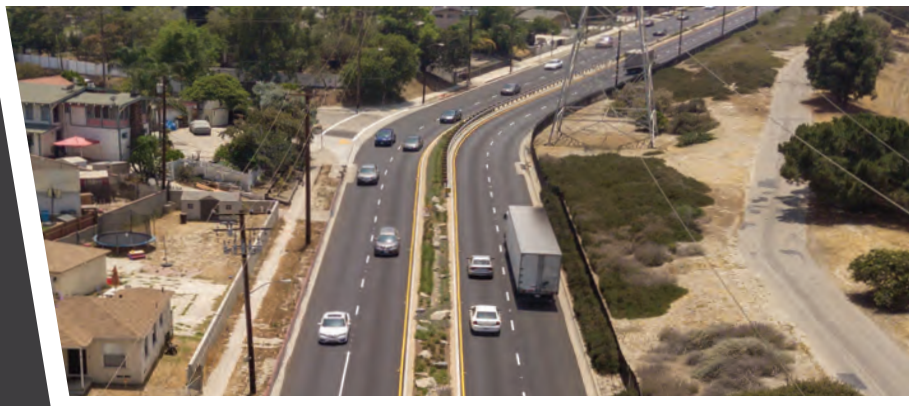


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Exhibit “B”
Schedule of Compensation

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **MBELL2101** Date: **4/15/2021**
Consultant **NCM Engineering Corp**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Principal		$	$95.00 to $110.00	8	@	$100.00	$	800
Project Manager	Mohan Char	$	$72.10 to $92.70	202	@	$82.40	$	16645
Senior Civil Engineer	Micahel Crull	$	$61.80 to $82.40	534	@	$72.10	$	38501
Engineer III		$	$46.35 to $56.65		@	$51.50	$	
Engineer II		$	$36.05 to $46.35	960	@	$41.20	$	39552
Engineer I		$	$30.90 to $36.05	908	@	$33.48	$	30400
Senior CADD		$	$50.47 to $56.65		@	$53.56	$	
Landscape Architect		$	$55.00 to $60.00	110	@	$59.73	$	6570
QA/QC	Edward Ng	$	$66.95 to $82.40	22	@	$74.68	$	1643
						Subtotal Direct Labor Costs	$	134111
						Anticipated Salary Increases *	$	
						Total Direct Labor Costs	**$**	**134111**

FRINGE BENEFITS

	Rate			Total
	41.43	%	$	55562
	Total Fringe Benefits		**$**	**55562**

INDIRECT COSTS

	Rate			Total
Overhead		%	$	
General and Administrative	52.48	%	$	70382
Total	52.48	%		
	Total Indirect Costs		**$**	**70382**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

Rate			
10.00	%		
Fee (DC+FB+I)		**$**	**26006**

OTHER COSTS	Quantity	Unit	Unit Cost		
1. Reproduction				$	1000
2. Copying	5000	EA	$ 0.10	$	500
3. Plotting				$	
4. Transportation / Travel	3000	Mile	$ 0.56	$	1680
5. Public Meeting Facility Fees and Supplies	1		$ 5,000.00	$	5000
				$	
			Subtotal Other Costs	$	**8180**

FEE (Other Costs)

Rate			
	%		
Fee (OC)		**$**	

SUBCONTRACTOR COSTS (attach detailed cost estimate for each subcontractor)

KOA Corporation	**$ 79927**
Overland, Pacific & Cutler, LLC	**$ 44294**
O'Day Consultants, Inc.	**$ 102746**
Group Delta Consultants, Inc.	**$ 74310**
ICF	**$ 276955**
TOTAL COST	**$ 872473**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
NCM ENGINEERING CORP HOURS

ELEMENT: PRIME Consultant

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	NCM STAFF	Principal	PM	Senior Civil Engineer	Engineer III	Engineer II	Engineer I	Senior CADD	Landscape Architect	QA/QC	ODC	Hours	
	NCM RATE	$213.30	$175.76	$153.79	$109.85	$87.88	$71.41	$114.24	$127.40	$159.29			
Task/Subtask	**Description**												
1.0	***Project Management and Coordination***												
1.1	Project Management	8	40								$3,180.00	48	$11,917
1.2	PDT Meetings/Coordination Meetings/Public Meetings		16									16	$2,812
1.3	Project Schedule		4	8								12	$1,933
1.4	Monthly Progress Reports and Invoice		12									12	$2,109
	SUBTOTAL Task 1.0 - Project Management and Coordination	8	72	8							$3,180.00	88	$18,771
2.0	***Phase I - Preliminary Engineering Design***												
2.1	Research, Base Data Review, and Create Master CAD File		2	8		16	16					42	$4,131
2.2	Surveying/Existing Conditions Documentation		2	4		48	8					62	$5,756
2.3	Surveys												
2.3.1	Design Surveys and Mapping												
2.3.2	Base Map												
2.4	Engineering Studies												
2.4.1	Geotechnical Investigations and Studies												
2.4.2	Project Study Report		40	80		120	120			2		362	$38,767
2.4.3	Traffic Assessment												
2.4.4	Initial Site Assessment (ISA)												
2.5	Preliminary Cost Estimate		8	16		24	24			2		74	$8,008
2.6	Utility Coordination and Notices												
2.6.1	1st Utility Notice												
2.7	Right of Way Engineering												
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design		52	108		208	168			4		540	$56,662
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***												
3.1	Cultural Resources												
3.2	Hazardous Materials/Waste												
3.3	Environmental Document		16	40		100	100				$5,000.00	256	$29,893
3.4	Engineering Support												
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)												
3.6	Relocation Impact Document												
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way		16	40		100	100				$5,000.00	256	$29,893

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
NCM ENGINEERING CORP HOURS

NCM

ELEMENT: PRIME Consultant

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	NCM STAFF	Principal	PM	Senior Civil Engineer	Engineer III	Engineer II	Engineer I	Senior CADD	Landscape Architect	QA/QC	ODC	Hours	
	NCM RATE	$213.30	$175.76	$153.79	$109.85	$87.88	$71.41	$114.24	$127.40	$159.29			
Task/Subtask	**Description**												
4.0	***Phase III - Final Engineering Design***												
4.1	Research and Data Collection			8		12	12					32	$3,142
4.2	Geotechnical Report			2		2						4	$483
4.4	Utility Coordination/Notifications		2	4		8	8					22	$2,241
4.4.1	2nd Utility Notice												
4.4.2	Utility Plans		2	8		12	12					34	$3,493
4.4.3	Utility Certification												
4.5	65% Plans and Estimate												
4.5.1	Draft WQMP												
4.5.2	65% Plans		2	32		92	92		16	2		236	$22,285
4.5.3	65% Engineer's Estimate		2	4		16	40		4			66	$5,739
4.5.4	65% Comment Resolution		2	4		16	12		2			36	$3,485
4.6	95% PS&E												
4.6.1	Final WQMP												
4.6.2	95% Plans		2	8		56	64		16	2		148	$13,431
4.6.3	95% Specifications		2	32					4			38	$5,782
4.6.4	95% Engineer's Estimate		2	4		8	12		4			30	$3,036
4.7.5	95% Comment Resolution		2	4		8	8		2			24	$2,496
4.7	100% PS&E												
4.7.1	100% Plans		2	8		24	24		8	2		68	$6,743
4.7.2	100% Specifications		2	40					4			46	$7,013
4.7.3	100% Engineer's Estimate		2	4		16	16		4			42	$4,025
4.7.4	100% Comment Resolution		2	4		8	8		2			24	$2,496
4.8	Final Design		2	8		12	12		4	2		40	$4,322
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design		28	174		290	320		70	8		890	$90,211
5.0	***Bid Phase and Construction Phase Support***												
5.1	Final Bid Phase and Bid Phase Support												
5.1.1	Pre-Bid Meeting			2		2						4	$483
5.1.2	Respond to Inquiries			16		8	8		4			36	$4,245
5.1.3	Addenda			8		8						16	$1,933
5.2	Construction Support Services												
5.2.1	Pre- Construction Meeting			4		4						8	$967
5.2.2	Shop Drawing and Submittal Review			8		8	8		8			32	$3,524
5.2.3	Site Visits			4		4						8	$967
5.2.4	Respond to Inquiries/RFIs			8		8	8		8			32	$3,524
5.2.5	Contract Change Orders (CCOs)			8		8	8					24	$2,505
5.2.6	Final Walk Through and Record Drawings (As-Builts)		2	2		8	8		4	2		26	$2,762
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support		2	60		58	40		24	2		186	$20,909
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***												
6.1	Meetings/ Coordination		8	24		24						56	$7,206
6.2	Data Collection												
6.3	Traffic Analysis												
6.4	Roadway Geometrics		24	120		280	280		16	8	$420.00	728	$71,008
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support		32	144		304	280		16	8	$420.00	784	$78,214
	Grand Total	**8**	**202**	**534**		**960**	**908**		**110**	**22**	**$8,600.00**	**2744**	**$294,661**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **COMB2101** Date: **4/15/2021**
Consultant **KOA Corporation**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Senior Civil Engineer	Stephen Bise	$		137	@	$73.00	$	10,001.00
Engineer III		$		214	@	$45.00	$	9,630.00
Engineer II		$		286	@	$38.00	$	10,868.00
		$			@		$	
		$			@		$	
		$			@		$	
		$			@		$	
		$			@		$	
		$			@		$	
		$			@		$	

Subtotal Direct Labor Costs $ 30,499.00
Total Direct Labor Costs $ 30,499.00

FRINGE BENEFITS	Rate		Total
	34.46	%	$ 10,509.96
Total Fringe Benefits			**$ 10,509.96**

INDIRECT COSTS	Rate		Total
Overhead	31.44	%	$ 9,588.89
General and Administrative	69.95	%	$ 21,334.05
Total	101.39	%	
Total Indirect Costs			**$ 30,922.94**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)	Rate		
	10.00	%	
Fee (DC+FB+I)			**$ 7,193.19**

OTHER COSTS	Quantity	Unit	Unit Cost		
1. Reproduction					$
2. Copying					$
3. Plotting					$
4. Transportation / Travel	360	Mile	$ 0.56		$ 201.60
5. Special Deliveries (Counts)	1	Intersection	$ 600.00		$ 600.00
					$
			Subtotal Other Costs		$ **801.60**

FEE (Other Costs)	Rate		
		%	
Fee (OC)			**$**

SUBCONTRACTOR COSTS

$
$
$
$
$

TOTAL COST **$ 79,926.68**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
KOA CORPORATION HOURS

NCM

ELEMENT: Traffic Engineering

		Labor Hours by Classification											
		1	2	3	1	2	3	7	8	9		Total	Subtotal
	KOA STAFF	Sr. Eng.	Engineer III	Engineer II							ODC	Hours	
	KOA RATE	$189.39	$116.75	$98.59									
Task/Subtask	**Description**												
1.0	***Project Management and Coordination***												
1.1	Project Management												
1.2	PDT Meetings/Coordination Meetings/Public Meetings												
1.3	Project Schedule												
1.4	Monthly Progress Reports and Invoice												
	SUBTOTAL Task 1.0 - Project Management and Coordination												
2.0	***Phase I - Preliminary Engineering Design***												
2.1	Research, Base Data Review, and Create Master CAD File	1	2	8								11	$1,212
2.2	Surveying/Existing Conditions Documentation	4	4	4							$100.80	12	$1,720
2.3	Surveys												
2.3.1	Design Surveys and Mapping												
2.3.2	Base Map	8	12									20	$2,916
2.4	Engineering Studies												
2.4.1	Geotechnical Investigations and Studies												
2.4.2	Project Study Report												
2.4.3	Traffic Assessment	14	16	8							$600.00	38	$5,908
2.4.4	Initial Site Assessment (ISA)												
2.5	Preliminary Cost Estimate	4	4									8	$1,225
2.6	Utility Coordination and Notices												
2.6.1	1st Utility Notice												
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design	31	38	20							$700.80	89	$12,980
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***												
3.1	Cultural Resources												
3.2	Hazardous Materials/Waste												
3.3	Environmental Document												
3.4	Engineering Support	4	4									8	$1,225
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)												
3.6	Relocation Impact Document												
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way	4	4									8	$1,225

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
KOA CORPORATION HOURS

NCM

ELEMENT: Traffic Engineering

		Labor Hours by Classification											
		1	2	3	1	2	3	7	8	9		Total	Subtotal
	KOA STAFF	Sr. Eng.	Engineer III	Engineer II							ODC	Hours	
	KOA RATE	$189.39	$116.75	$98.59									
Task/Subtask	**Description**												
4.0	***Phase III - Final Engineering Design***												
4.1	Research and Data Collection												
4.2	Geotechnical Report												
4.4	Utility Coordination/Notifications												
4.4.1	2nd Utility Notice												
4.4.2	Utility Plans												
4.4.3	Utility Certification												
4.5	65% Plans and Estimate												
4.5.1	Draft WQMP												
4.5.2	65% Plans	10	20	64								94	$10,538
4.5.3	65% Engineer's Estimate	1	4									5	$656
4.5.4	65% Comment Resolution	1	2									3	$423
4.6	95% PS&E												
4.6.1	Final WQMP												
4.6.2	95% Plans	6	8	32								46	$5,225
4.6.3	95% Specifications	4	4									8	$1,225
4.6.4	95% Engineer's Estimate	1	4									5	$656
4.7.5	95% Comment Resolution	1	2									3	$423
4.7	100% PS&E												
4.7.1	100% Plans	3	8	16								27	$3,079
4.7.2	100% Specifications	1										1	$189
4.7.3	100% Engineer's Estimate	1	2									3	$423
4.7.4	100% Comment Resolution	1	2									3	$423
4.8	Final Design												
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design	30	56	112								198	$23,261
5.0	***Bid Phase and Construction Phase Support***												
5.1	Final Bid Phase and Bid Phase Support												
5.1.1	Pre-Bid Meeting												
5.1.2	Respond to Inquiries												
5.1.3	Addenda												
5.2	Construction Support Services												
5.2.1	Pre- Construction Meeting	1										1	$189
5.2.2	Shop Drawing and Submittal Review	1	1									2	$306
5.2.3	Site Visits	2	2								$100.80	4	$713
5.2.4	Respond to Inquiries/RFIs	2	1									3	$496
5.2.5	Contract Change Orders (CCOs)												
5.2.6	Final Walk Through and Record Drawings (As-Builts)	2		4								6	$773
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support	8	4	4							$100.80	16	$2,477
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***												
6.1	Meetings/ Coordination	20										20	$3,788
6.2	Data Collection	4	24	32								60	$6,714
6.3	Traffic Analysis	40	88	118								246	$29,482
6.4	Roadway Geometrics												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support	64	112	150								326	$39,984
	Grand Total	**137**	**214**	**286**							**$801.60**	**637**	**$79,927**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **COMB2101** Date: **4/15/2021**
Consultant **OVERLAND, PACIFIC & CUTLER, LLC**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Senior Acquisition Manager	Roy Guinaldo	$	57.69 - 69.31	12	@	$62.50	$	749.97
Project Manager	Kelly DeWitt	$	38.46 - 48.08	27	@	$38.46	$	1,038.42
Senior Agent	Katie Quick	$	28.85 - 38.46	92	@	$28.85	$	2,653.74
Right of Way Agent / Analyst		$	24.04 - 31.24	30	@	$27.21	$	816.32
Senior Utility Manager	Mike Parker	$	$72.11	16	@	$72.11	$	1,153.80
Senior Utility Coordinator	Keith Williams	$	$46.87	60	@	$46.87	$	2,812.39
Program Manager	Mark LaBonte	$	$94.23	2	@	$94.23	$	188.46
		$			@		$	
		$			@		$	

Subtotal Direct Labor Costs	$	9,413.10
Anticipated Salary Increases *	$	
Total Direct Labor Costs	**$**	**9,413.10**

FRINGE BENEFITS	Rate		Total
	35.10	%	$ 3,304.00
Total Fringe Benefits		**$**	**3,304.00**

INDIRECT COSTS	Rate		Total
Overhead	118.60	%	$ 11,163.93
General and Administrative		%	$
Total	118.60	%	
Total Indirect Costs		**$**	**11,163.93**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)	Rate		
	10.00	%	
Fee (DC+FB+I)		**$**	**2,388.10**

OTHER COSTS	Quantity	Unit	Unit Cost		
1. Preliminary Title Reports (PTRs)	1	PTR package	$ 1,125.00	$	1,125.00
2. Optional PTR for City Parcel (APN 5267-007-900)	1	PTR	$ 900.00	$	900.00
				$	
				$	
				$	
				$	
Subtotal Other Costs				$	**2,025.00**

FEE (Other Costs)	Rate		
		%	
Fee (OC)		**$**	

SUBCONTRACTOR COSTS		
Appraisal (JP Laurain & Associates)	**$**	**16,000.00**
	$	
	$	
	$	
	$	

TOTAL COST		
	$	**44,294.13**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
OVERLAND, PACIFIC & CUTLER, LLC HOURS

NCM

ELEMENT: Right-of-Way & Utility Coordination

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	OPC STAFF	Senior Acquisition Manager	Project Manager	Senior Agent	Right of Way Agent / Analyst	Senior Utility Manager	Senior Utility Coordinator	Program Manager			ODC	Hours	
	OPC RATE	$174.41	$107.33	$80.50	$75.94	$201.24	$130.81	$262.97					
Task/Subtask	**Description**												
1.0	***Project Management and Coordination***												
1.1	Project Management												
1.2	PDT Meetings/Coordination Meetings/Public Meetings												
1.3	Project Schedule												
1.4	Monthly Progress Reports and Invoice												
	SUBTOTAL Task 1.0 - Project Management and Coordination												
2.0	***Phase I - Preliminary Engineering Design***												
2.1	Research, Base Data Review, and Create Master CAD File												
2.2	Surveying/Existing Conditions Documentation												
2.3	Surveys												
2.3.1	Design Surveys and Mapping												
2.3.2	Base Map												
2.4	Engineering Studies												
2.4.1	Geotechnical Investigations and Studies												
2.4.2	Project Study Report												
2.4.3	Traffic Assessment												
2.4.4	Initial Site Assessment (ISA)												
2.5	Preliminary Cost Estimate												
2.6	Utility Coordination and Notices												
2.6.1	1st Utility Notice					6	24					30	$4,347
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design					6	24					30	$4,347
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***												
3.1	Cultural Resources												
3.2	Hazardous Materials/Waste												
3.3	Environmental Document												
3.4	Engineering Support												
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)	10	21	80	16						$18,025.00	127	$29,678
3.6	Relocation Impact Document	2	6	12	14			2				36	$3,548
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way	12	27	92	30			2			$18,025.00	163	$33,226

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
OVERLAND, PACIFIC & CUTLER, LLC HOURS

NCM

ELEMENT: Right-of-Way & Utility Coordination

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	OPC STAFF	Senior Acquisition Manager	Project Manager	Senior Agent	Right of Way Agent / Analyst	Senior Utility Manager	Senior Utility Coordinator	Program Manager			ODC	Hours	
	OPC RATE	$174.41	$107.33	$80.50	$75.94	$201.24	$130.81	$262.97					
Task/Subtask	**Description**												
4.0	***Phase III - Final Engineering Design***												
4.1	Research and Data Collection												
4.2	Geotechnical Report												
4.4	Utility Coordination/Notifications												
4.4.1	2nd Utility Notice					6	24					30	$4,347
4.4.2	Utility Plans												
4.4.3	Utility Certification					4	12					16	$2,375
4.5	65% Plans and Estimate												
4.5.1	Draft WQMP												
4.5.2	65% Plans												
4.5.3	65% Engineer's Estimate												
4.5.4	65% Comment Resolution												
4.6	95% PS&E												
4.6.1	Final WQMP												
4.6.2	95% Plans												
4.6.3	95% Specifications												
4.6.4	95% Engineer's Estimate												
4.7.5	95% Comment Resolution												
4.7	100% PS&E												
4.7.1	100% Plans												
4.7.2	100% Specifications												
4.7.3	100% Engineer's Estimate												
4.7.4	100% Comment Resolution												
4.8	Final Design												
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design					10	36					46	$6,722
5.0	***Bid Phase and Construction Phase Support***												
5.1	Final Bid Phase and Bid Phase Support												
5.1.1	Pre-Bid Meeting												
5.1.2	Respond to Inquiries												
5.1.3	Addenda												
5.2	Construction Support Services												
5.2.1	Pre- Construction Meeting												
5.2.2	Shop Drawing and Submittal Review												
5.2.3	Site Visits												
5.2.4	Respond to Inquiries/RFIs												
5.2.5	Contract Change Orders (CCOs)												
5.2.6	Final Walk Through and Record Drawings (As-Builts)												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***												
6.1	Meetings/ Coordination												
6.2	Data Collection												
6.3	Traffic Analysis												
6.4	Roadway Geometrics												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
	Grand Total	**12**	**27**	**92**	**30**	**16**	**60**	**2**			**$18,025.00**	**239**	**$44,294**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **COMB2101** Date: **4/15/2021**
Consultant **O'Day Consultants, Inc.**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Project Manager	Keith Hansen	$		96	@	$60.00	$	5,730.00
Project Engineer		$		267	@	$44.00	$	11,748.00
Design Engineer		$		156	@	$31.00	$	4,836.00
Survey Party Chief		$		64	@	$76.97	$	4,926.08
Survey Chainman		$		64	@	$72.21	$	4,621.44
		$			@		$	
		$			@		$	
		$			@		$	
		$			@		$	

Subtotal Direct Labor Costs	$	31,861.52
Anticipated Salary Increases *	$	
Total Direct Labor Costs	**$**	**31,861.52**

FRINGE BENEFITS

	Rate		Total
	%	$	
Total Fringe Benefits		**$**	

INDIRECT COSTS

	Rate		Total
Overhead	154.87 %	$	49,343.94
General and Administrative	%	$	
Total	154.87 %		
Total Indirect Costs		**$**	**49,343.94**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

	Rate		
	10.00 %		
Fee (DC+FB+I)		**$**	**8,120.55**

OTHER COSTS

	Quantity	Unit	Unit Cost		
1. Aerial Topography	1	Each	$ 3,500.00	$	3,500.00
2. Transportation / Travel	4664	Mile	$ 0.56	$	2,612.00
3. Special Deliveries				$	
				$	
Subtotal Other Costs				$	**6,112.00**

FEE (Other Costs)

	Rate		
	%		
Fee (OC)		**$**	

SUBCONTRACTOR COSTS

Potholing	**$**	**7,308.00**
	$	
	$	
	$	
	$	
TOTAL COST	**$**	**102,746.00**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
O'DAY CONSULTANTS, INC. HOURS

NCM

ELEMENT: Drainage and Survey

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	O'DAY STAFF	Project Manager	Project Engineer	Design Engineer	Survey Party Chief	Survey Chainman					ODC	Hours	
	O'DAY RATE	$168.21	$123.36	$86.91	$215.79	$202.45							
Task/Subtask	**Description**												
1.0	***Project Management and Coordination***												
1.1	Project Management												
1.2	PDT Meetings/Coordination Meetings/Public Meetings												
1.3	Project Schedule												
1.4	Monthly Progress Reports and Invoice												
	SUBTOTAL Task 1.0 - Project Management and Coordination												
2.0	***Phase I - Preliminary Engineering Design***												
2.1	Research, Base Data Review, and Create Master CAD File												
2.2	Surveying/Existing Conditions Documentation												
2.3	Surveys												
2.3.1	Design Surveys and Mapping	30	94		64	64					$13,420.00	252	$56,829
2.3.2	Base Map												
2.4	Engineering Studies												
2.4.1	Geotechnical Investigations and Studies												
2.4.2	Project Study Report	8	16									24	$3,319
2.4.3	Traffic Assessment												
2.4.4	Initial Site Assessment (ISA)												
2.5	Preliminary Cost Estimate												
2.6	Utility Coordination and Notices												
2.6.1	1st Utility Notice												
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design	38	110		64	64					$13,420.00	276	$60,149
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***												
3.1	Cultural Resources												
3.2	Hazardous Materials/Waste												
3.3	Environmental Document												
3.4	Engineering Support	18	36	48								102	$11,640
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)												
3.6	Relocation Impact Document												
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way	18	36	48								102	$11,640

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
O'DAY CONSULTANTS, INC. HOURS

NCM

ELEMENT: Drainage and Survey

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	O'DAY STAFF	Project Manager	Project Engineer	Design Engineer	Survey Party Chief	Survey Chainman					ODC	Hours	
	O'DAY RATE	$168.21	$123.36	$86.91	$215.79	$202.45							
Task/Subtask	**Description**												
4.0	***Phase III - Final Engineering Design***												
4.1	Research and Data Collection												
4.2	Geotechnical Report												
4.4	Utility Coordination/Notifications												
4.4.1	2nd Utility Notice												
4.4.2	Utility Plans												
4.4.3	Utility Certification												
4.5	65% Plans and Estimate												
4.5.1	Draft WQMP	12	40	20								72	$8,691
4.5.2	65% Plans	4	20	40								64	$6,616
4.5.3	65% Engineer's Estimate		5									5	$617
4.5.4	65% Comment Resolution	1.5	9	10								20.5	$2,232
4.6	95% PS&E												
4.6.1	Final WQMP	6	18	8								32	$3,925
4.6.2	95% Plans	2.5	7	10								19.5	$2,153
4.6.3	95% Specifications	1.5	4									5.5	$746
4.6.4	95% Engineer's Estimate	1.5	1.5									3	$437
4.7.5	95% Comment Resolution	1.5	3.5	10								15	$1,553
4.7	100% PS&E												
4.7.1	100% Plans	2.5	3.5	10								16	$1,721
4.7.2	100% Specifications	1.5	2									3.5	$499
4.7.3	100% Engineer's Estimate	1.5	2									3.5	$499
4.7.4	100% Comment Resolution	1.5	2									3.5	$499
4.8	Final Design	2	3.5									5.5	$768
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design	40	121	108								269	$30,957
5.0	***Bid Phase and Construction Phase Support***												
5.1	Final Bid Phase and Bid Phase Support												
5.1.1	Pre-Bid Meeting												
5.1.2	Respond to Inquiries												
5.1.3	Addenda												
5.2	Construction Support Services												
5.2.1	Pre- Construction Meeting												
5.2.2	Shop Drawing and Submittal Review												
5.2.3	Site Visits												
5.2.4	Respond to Inquiries/RFIs												
5.2.5	Contract Change Orders (CCOs)												
5.2.6	Final Walk Through and Record Drawings (As-Builts)												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***												
6.1	Meetings/ Coordination												
6.2	Data Collection												
6.3	Traffic Analysis												
6.4	Roadway Geometrics												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
	Grand Total	**96**	**267**	**156**	**64**	**64**					**$13,420.00**	**647**	**$102,746**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **COMB2101** Date: **4/15/2021**
Consultant **Group Delta Consultants, Inc.**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Principal		$	$69.72 to $119.87	14	@	$94.80	$	1,327.13
Associate	Curt Scheyhing/ Jack Packwood	$	$50.48 to $81.74	63	@	$66.11	$	4,164.93
Senior		$	$48.56 to $60.10	50	@	$54.33	$	2,716.50
Project		$	$35.10 to $43.27	114	@	$39.19	$	4,467.09
Staff		$	$25.00 to $43.60	104	@	$34.30	$	3,567.20
CADD		$	$33.68 to $44.00	12	@	$38.84	$	466.08
Staff Administration		$	$24.00 to $35.00		@	$29.50	$	
Environmental Technician		$	$28.00 to $43.71	24	@	$35.86	$	860.52
Geotechnical Laboratory Technician		$	$25.00 to $40.00	12	@	$32.50	$	390.00
						Subtotal Direct Labor Costs	$	17,959.45
						Total Direct Labor Costs	**$**	**17,959.45**

FRINGE BENEFITS	Rate		Total
	56.30	%	$ 10,111.17
	Total Fringe Benefits		**$ 10,111.17**

INDIRECT COSTS	Rate		Total
Overhead	102.90	%	$ 18,480.27
General and Administrative		%	$
Total	102.90	%	
	Total Indirect Costs		**$ 18,480.27**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)	Rate		
	10.00	%	
	Fee (DC+FB+I)		**$ 4,655.09**

OTHER COSTS	Quantity	Unit	Unit Cost		
1. Reproduction					$
2. Copying					$
3. Plotting					$
4. Transportation / Travel	900	Mile	$ 0.56		$ 504.00
5. Special Deliveries					$
					$
			Subtotal Other Costs		$ **504.00**

FEE (Other Costs)	Rate		
		%	
	Fee (OC)		**$**

SUBCONTRACTOR COSTS	
1. EDR Database Report	**$ 600.00**
2. File review fees	**$ 100.00**
3. Geophysical Utility Location	**$ 2,000.00**
4. Traffic Control	**$ 2,000.00**
5. Driller	**$ 8,000.00**
6. Chemical Laboratory	**$ 7,500.00**
7. Asbestos Laboratory	**$ 2,000.00**
8. Drum Disposal	**$ 400.00**
TOTAL COST	**$ 74,309.98**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
GROUP DELTA CONSULTANTS, INC. HOURS

NCM

ELEMENT: Geotechnical and Hazardous Waste

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
GROUP DELTA STAFF		Principal	Associate	Senior	Project	Staff	CADD	Staff Administration	Environmental Technician	Geotechnical Laboratory Technician	ODC	Hours	
GROUP DELTA RATE		$270.28	$188.49	$154.91	$111.72	$97.80	$110.74	$84.11	$102.23	$92.66			
Task/Subtask	**Description**												
1.0	***Project Management and Coordination***												
1.1	Project Management												
1.2	PDT Meetings/Coordination Meetings/Public Meetings												
1.3	Project Schedule												
1.4	Monthly Progress Reports and Invoice												
	SUBTOTAL Task 1.0 - Project Management and Coordination												
2.0	***Phase I - Preliminary Engineering Design***												
2.1	Research, Base Data Review, and Create Master CAD File												
2.2	Surveying/Existing Conditions Documentation												
2.3	Surveys												
2.3.1	Design Surveys and Mapping												
2.3.2	Base Map												
2.4	Engineering Studies												
2.4.1	Geotechnical Investigations and Studies	3	11	18		48				12	$7,084.00	92	$18,563
2.4.2	Project Study Report												
2.4.3	Traffic Assessment												
2.4.4	Initial Site Assessment (ISA)	2	10		60						$784.00	72	$9,913
2.5	Preliminary Cost Estimate												
2.6	Utility Coordination and Notices												
2.6.1	1st Utility Notice												
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design	5	21	18	60	48				12	$7,868.00	164	$28,476
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***												
3.1	Cultural Resources												
3.2	Hazardous Materials/Waste	7	38	24	54	44	12		24		$15,236.00	203	$42,127
3.3	Environmental Document												
3.4	Engineering Support												
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)												
3.6	Relocation Impact Document												
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way	7	38	24	54	44	12		24		$15,236.00	203	$42,127

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
GROUP DELTA CONSULTANTS, INC. HOURS

NCM

ELEMENT: Geotechnical and Hazardous Waste

		Labor Hours by Classification											
		1	2	3	4	5	6	7	8	9		Total	Subtotal
	GROUP DELTA STAFF	Principal	Associate	Senior	Project	Staff	CADD	Staff Administration	Environmental Technician	Geotechnical Laboratory Technician	ODC	Hours	
	GROUP DELTA RATE	$270.28	$188.49	$154.91	$111.72	$97.80	$110.74	$84.11	$102.23	$92.66			
Task/Subtask	**Description**												
4.0	***Phase III - Final Engineering Design***												
4.1	Research and Data Collection												
4.2	Geotechnical Report	2	4	8		12						26	$3,707
4.4	Utility Coordination/Notifications												
4.4.1	2nd Utility Notice												
4.4.2	Utility Plans												
4.4.3	Utility Certification												
4.5	65% Plans and Estimate												
4.5.1	Draft WQMP												
4.5.2	65% Plans												
4.5.3	65% Engineer's Estimate												
4.5.4	65% Comment Resolution												
4.6	95% PS&E												
4.6.1	Final WQMP												
4.6.2	95% Plans												
4.6.3	95% Specifications												
4.6.4	95% Engineer's Estimate												
4.7.5	95% Comment Resolution												
4.7	100% PS&E												
4.7.1	100% Plans												
4.7.2	100% Specifications												
4.7.3	100% Engineer's Estimate												
4.7.4	100% Comment Resolution												
4.8	Final Design												
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design	2	4	8		12						26	$3,707
5.0	***Bid Phase and Construction Phase Support***												
5.1	Final Bid Phase and Bid Phase Support												
5.1.1	Pre-Bid Meeting												
5.1.2	Respond to Inquiries												
5.1.3	Addenda												
5.2	Construction Support Services												
5.2.1	Pre- Construction Meeting												
5.2.2	Shop Drawing and Submittal Review												
5.2.3	Site Visits												
5.2.4	Respond to Inquiries/RFIs												
5.2.5	Contract Change Orders (CCOs)												
5.2.6	Final Walk Through and Record Drawings (As-Builts)												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***												
6.1	Meetings/ Coordination												
6.2	Data Collection												
6.3	Traffic Analysis												
6.4	Roadway Geometrics												
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support												
	Grand Total	**14**	**63**	**50**	**114**	**104**	**12**		**24**	**12**	**$23,104.00**	**393**	**$74,310**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE
ENGINEERING DESIGN SERVICES – RFP N0. 21-27 – FEE PROPOSAL

Project No. **COMB2101** Date: **4/15/2021**
Consultant **ICF**

DIRECT LABOR

Classification	Name		Range	Hours		Initial Hourly Rate		Total
Principal	Brian Calvert	$	$68.65 to $102.12	130	@	$99.82	$	12,976.60
Project Manager	Sarah Baker	$	$46.98 to $67.31	324	@	$57.12	$	18,506.88
Biologist	Colleen Martin	$	$37.22 to $49.42	40	@	$39.10	$	1,564.00
Cultural Resource Specialist	Collen Davis	$	$50.37 to $69.34	40	@	$58.14	$	2,325.60
Cultural Resource Specialist	Karen Crawford	$	$68.65 to $102.12	120	@	$72.90	$	8,748.00
Visual Impacts Specialist	Jennifer Ban	$	$42.15 to $56.51	80	@	$55.75	$	4,460.00
Air Qualitiy Specialist	Laura Yoon	$	$46.98 to $67.31	128	@	$61.98	$	7,933.44
Community Impacts	Marissa Mathias	$	$27.01 to $48.08	120	@	$27.82	$	3,338.40
Hazardous Waste Specialist	Mario Barrera	$	$46.98 to $67.31	40	@	$63.13	$	2,525.20
Noise Specialist	Jakob Rzeszutko		$27.01 to $48.08	268		$33.31		8,927.08
GIS	Johnnie Garcia	$	$42.15 to $56.51	24	@	$43.41	$	1,041.84
Noise Specialist	Peter Hardie	$	$27.01 to $48.08	50	@	$45.69	$	2,284.50
Staff Administration	Rocio Hurtado	$	$27.38 to $35.58	32	@	$28.95	$	926.40
QA/QC	Elizabeth Irvin	$	$27.01 to $48.08	100	@	$48.59	$	4,859.00
Cultural Resource Specialist	Peter Pham	$	$27.38 to $35.58	120	@	$29.35	$	3,522.00
Cultural Resource Specialist	Margret Roderick	$	$27.38 to $35.58	40	@	$32.12	$	1,284.80
						Subtotal Direct Labor Costs	$	85,223.74
						Total Direct Labor Costs	**$**	**85,223.74**

FRINGE BENEFITS	Rate		Total
	35.82	%	$ 30,527.14
	Total Fringe Benefits		**$ 30,527.14**

INDIRECT COSTS	Rate		Total
Overhead	131.66	%	$ 112,205.58
General and Administrative	6.57	%	$ 5,599.20
Total	138.23	%	
	Total Indirect Costs		**$ 117,804.78**

FEE (Profit on Direct Labor + Fringe Benefits + Indirect Costs)	Rate		
	10.00	%	
	Fee (DC+FB+I)		**$ 23,355.57**

OTHER COSTS	Quantity	Unit	Unit Cost		
1. Reproduction	1	Reproduction	$ 1,500.00		$ 1,500.00
2. Copying	1	Copying	$ 500.00		$ 500.00
3. Transportation / Travel	2400	mile	$ 0.56		$ 1,344.00
4. Postage	500	Mailing	$ 12.00		$ 6,000.00
5. Newspaper Notice (CEQA Circulation)	2	Publication	$ 2,500.00		$ 5,000.00
6. County Clerk Posting	2	Posting	$ 50.00		$ 100.00
7. CEQA filing fee	1	Filing Fee	$ 2,600.00		$ 2,600.00
8. Records Search	2	Record Search	$ 1,500.00		$ 3,000.00
					$
			Subtotal Other Costs		$ **20,044.00**

FEE (Other Costs)	Rate		
		%	
	Fee (OC)		**$**

SUBCONTRACTOR COSTS

	$
	$
	$
	$
	$
TOTAL COST	**$ 276,955.23**

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
ICF HOURS

NCM

ELEMENT: Environmental Compliance

		Labor Hours by Classification																		Subtotal
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		Total	
	ICF STAFF	Principal	Project Manager	Biologist	Cultural Resource Specialist	Cultural Resource Specialist	Visual Impacts Specialist	Air Quality Specialist	Community Impacts	Hazardous Waste Speciatlist	Noise Specialist	GIS	Noise Specialist	Staff Administration	QA/QC	Cultural Resource Specialist	Cultural Resource Specialist	ODC	Hours	
	ICF RATE	$300.91	$172.19	$117.87	$175.27	$219.76	$168.06	$186.84	$83.86	$190.31	$100.41	$130.86	$137.73	$87.27	$146.48	$88.48	$96.83			
Task/Subtask	**Description**																			
1.0	***Project Management and Coordination***																			
1.1	Project Management																			
1.2	PDT Meetings/Coordination Meetings/Public Meetings																			
1.3	Project Schedule																			
1.4	Monthly Progress Reports and Invoice																			
	SUBTOTAL Task 1.0 - Project Management and Coordination																			
2.0	***Phase I - Preliminary Engineering Design***																			
2.1	Research, Base Data Review, and Create Master CAD File																			
2.2	Surveying/Existing Conditions Documentation																			
2.3	Surveys																			
2.3.1	Design Surveys and Mapping																			
2.3.2	Base Map																			
2.4	Engineering Studies																			
2.4.1	Geotechnical Investigations and Studies																			
2.4.2	Project Study Report																			
2.4.3	Traffic Assessment																			
2.4.4	Initial Site Assessment (ISA)																			
2.5	Preliminary Cost Estimate																			
2.6	Utility Coordination and Notices																			
2.6.1	1st Utility Notice																			
	SUBTOTAL Task 2.0 - Phase I - Preliminary Engineering Design																			
3.0	***Phase II - Environmental Compliance & Permitting/Right-of-Way Acquisition***																			
3.1	Cultural Resources	2	12		40	120							18	4	20	120	40		376	$56,298
3.2	Hazardous Materials/Waste	2	12							40									54	$10,280
3.3	Environmental Document	126	300	40			80	128	120		268	24	32	28	80			$20,044.00	1226	$210,377
3.4	Engineering Support																			
3.5	Right of Way Acquisition/Right of Way Certification (Does not include any Full Right of Way Take or Relocation Scope fo Work)																			
3.6	Relocation Impact Document																			
	SUBTOTAL Task 3.0 - Phase II Environmental Compliance/Right-of-Way	130	324	40	40	120	80	128	120	40	268	24	50	32	100	120	40	$ 20,044.00	1656	$276,955

CITY OF MONTEBELLO
GARFIELD AVE – VIA CAMPO BUS TURNOUT LANE ENGINEERING DESIGN SERVICES
RFP NO. 21-27 – FEE PROPOSAL
ICF HOURS

NCM

ELEMENT: Environmental Compliance

		Labor Hours by Classification																		Subtotal
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		Total	
	ICF STAFF	Principal	Project Manager	Biologist	Cultural Resource Specialist	Cultural Resource Specialist	Visual Impacts Specialist	Air Quality Specialist	Community Impacts	Hazardous Waste Speciatlist	Noise Specialist	GIS	Noise Specialist	Staff Administration	QA/QC	Cultural Resource Specialist	Cultural Resource Specialist	ODC	Hours	
	ICF RATE	$300.91	$172.19	$117.87	$175.27	$219.76	$168.06	$186.84	$83.86	$190.31	$100.41	$130.86	$137.73	$87.27	$146.48	$88.48	$96.83			
Task/Subtask	**Description**																			
4.0	***Phase III - Final Engineering Design***																			
4.1	Research and Data Collection																			
4.2	Geotechnical Report																			
4.4	Utility Coordination/Notifications																			
4.4.1	2nd Utility Notice																			
4.4.2	Utility Plans																			
4.4.3	Utility Certification																			
4.5	65% Plans and Estimate																			
4.5.1	Draft WQMP																			
4.5.2	65% Plans																			
4.5.3	65% Engineer's Estimate																			
4.5.4	65% Comment Resolution																			
4.6	95% PS&E																			
4.6.1	Final WQMP																			
4.6.2	95% Plans																			
4.6.3	95% Specifications																			
4.6.4	95% Engineer's Estimate																			
4.7.5	95% Comment Resolution																			
4.7	100% PS&E																			
4.7.1	100% Plans																			
4.7.2	100% Specifications																			
4.7.3	100% Engineer's Estimate																			
4.7.4	100% Comment Resolution																			
4.8	Final Design																			
	SUBTOTAL Task 4.0 - Phase III - Final Engineering Design																			
5.0	***Bid Phase and Construction Phase Support***																			
5.1	Final Bid Phase and Bid Phase Support																			
5.1.1	Pre-Bid Meeting																			
5.1.2	Respond to Inquiries																			
5.1.3	Addenda																			
5.2	Construction Support Services																			
5.2.1	Pre- Construction Meeting																			
5.2.2	Shop Drawing and Submittal Review																			
5.2.3	Site Visits																			
5.2.4	Respond to Inquiries/RFIs																			
5.2.5	Contract Change Orders (CCOs)																			
5.2.6	Final Walk Through and Record Drawings (As-Builts)																			
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support																			
6.0	***Traffic Study for SR-60 Eastbound Off-Ramp Closure at Findlay Avenue (OPTIONAL TASK)***																			
6.1	Meetings/ Coordination																			
6.2	Data Collection																			
6.3	Traffic Analysis																			
6.4	Roadway Geometrics																			
	SUBTOTAL Task 5.0 - Bid Phase and Construction Phase Support																			
	Grand Total	**130**	**324**	**40**	**40**	**120**	**80**	**128**	**120**	**40**	**268**	**24**	**50**	**32**	**100**	**120**	**40**	**$20,044.00**	**1656**	**$276,955**

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Authorization to Issue a Request for Proposals (RFP) for On-call Architectural and Engineering Services**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP) for on-call architectural and engineering services; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

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

Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task, under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and

Federal laws. This includes requesting City Council authorization for services costing $50,000 or more per project/task, as currently required by the MMC. The funding source will be identified at the time authorization is requested.

This current action does not have a fiscal impact. Once a firm is chosen for a specific project/task on a given project, budget adjustments and/or appropriations will be made if necessary. City Council approval will be required for increasing appropriations, if needed (i.e., $50,000 or greater). Subsequent City Council action authorizing services as described above will also include budget amendments if needed.

BACKGROUND

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

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

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

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

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

Although this on-call bench list is intended to provide services for all projects, project-specific Requests for Proposals may also be necessary for specialized projects and as a requirement of project funding sources. As required by the MMC, Staff will return with requests for City Council review and approval of such actions as necessary.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will publish the RFP and administer the scoring and selection process. Staff will recommend the approval of the selected firm(s) and the execution of Master Retainer Agreements at a subsequent City Council meeting.

ATTACHMENT:

A. Attachment A – Request for Proposals (RFP)

ATTACHMENT A

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS (RFP)

ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
RFP No. _____

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: **July 22, 2021 at 5:00 PM**

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

City of Montebello
Request for Proposals

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

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

A. INTRODUCTION

The City's FY 2021-22 Capital Improvement Program (CIP) is a $20M program consisting of a variety of improvement projects including street and sidewalk, sewer, storm drain, water, landscaping and irrigation, street lighting, traffic signal, site and building improvements. Services to be provided may include, but are not limited to, project management, conceptual to final design (all applicable disciplines), utility coordination, permitting, development of contract documents, assistance with construction bidding and construction support. Services may also include plan check services for private development projects.

The City intends to select one (1) to three (3) of the most qualified consultants and establish a bench list for on-call services for an initial period of three (3) years with an option for two, one-year extensions.

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

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

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

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

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

B. SCOPE OF SERVICES

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

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

Project Management and Coordination

1. The consultant shall be responsible for providing all project management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.

2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc.

3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

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

Deliverables:

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

Design

1. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.

2. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.

3. The consultant shall assist in coordinating appropriate public outreach as directed by the City.

4. The consultant shall conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, obtain title reports for adjacent properties as required, and include survey by a licensed surveyor of all property lines and easements for anticipated right-of-way and easement acquisitions. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.

5. The consultant shall produce 35% conceptual plans as well as 65%, 95%, and 100% PS&E submittal packages for City review.

6. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.

7. The plans shall be drawn using the latest version of AutoCAD.

8. Specifications shall be written in the format appropriate for the project (Greenbook, Caltrans, or CSI). The City will provide boiler plates for general provisions. The

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

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

Deliverables:

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

Environmental Compliance and Permitting

1. The consultant shall be responsible for determining all environmental permits and clearances required to deliver the project. Based on the assessment, the consultant shall prepare, submit and obtain all required permits and environmental review documentation required by Federal, State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.

2. The consultant shall be responsible for determining all jurisdictional permits and approvals necessary for the construction of the project and prepare all required permit applications and related documents for processing by the City.

3. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), if applicable, and any associated technical studies required to clear the project for construction.

4. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.

5. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.

6. If applicable, the consultant shall coordinate and manage the environmental document approval process, including all public review and hearings required.

Deliverables:

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

Final Bid Phase and Bid Phase Support

1. The consultant shall attend the pre-bid meeting (if deemed necessary by the City) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.

2. The consultant shall review construction bids received and make recommendations to the City for award of construction contract.

Deliverables:

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

Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, as directed by the City Engineer, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates.

2. The consultant shall review and approve the construction schedule and traffic control plans, as needed.

3. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.

4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions.

5. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and/or change in character.

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

6. The consultant shall assist the City in preparation of contract change orders, including time impact and independent cost analysis, as necessary.

7. The consultant shall assist in verifyng monthly billed quantities and progress payments to the contractor.

8. The consultant shall participate in the final walk though of the constructed project and assist in the preparation of “punch list” items in need of work.

9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

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

PROJECTS FUNDED WITH STATE AND FEDERAL FUNDS

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

- **Project Management** – The Public Works Director/City Engineer will serve as the contract manager and direct liaison between the consultant and Caltrans District #7 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the CITY and consultant sub-contractors, and preparing all submissions for the CITY to submit to Caltrans Local Assistance.

- **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.

- **Surveys and Mapping** – The consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys,

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

- **Environmental Studies and Documentation** – Complete the environmental review; including preparation of Caltrans Preliminary Environmental Study and all other technical studies and documents required to comply with CEQA and NEPA and to obtain environmental clearance from Caltrans.

- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Prepare all documentation required to obtain utility clearance from Caltrans.

- **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Consultant shall prepare all documents required to obtain right-of-way clearance from Caltrans. Consultant shall also support city staff in negotiations with property owners for property acquisition and in coordinating improvements affecting improvements on private property and necessitating Temporary Construction Easements.

- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.

- **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.

- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. CITY will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the CITY, as necessary.

- **Construction Support** – Consultant shall provide support during construction to the CITY's construction manager. This shall include, but not be limited to, review of submittals and shop drawings, responding to Requests for Information,

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

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

MISCELLANEOUS ENGINEERING SERVICES

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

PRIVATE DEVELOPMENT PROJECTS

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

C. PROPOSAL REQUIREMENTS

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

I. Cover Letter (two pages): Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your firm is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.

II. Qualification and Experience (maximum of 30 pages): The proposed staff shall have experience managing and/or working on, as applicable, public infrastructure improvement projects in similar assignments, including

experience in dealing with public agencies and the general public. It is highly desirable that the key project team members have experience serving public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single point of contact and responsible party representing the City, under the direction of City staff. Qualifications and experience to be shown in the proposal shall include, but not be limited to, the following:

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

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

IV. Other Documents

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

D. SELECTION PROCESS AND CRITERIA

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

2. Selection Criteria: The City will select a consultant to provide the services pursuant

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

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

- Responsiveness to Request for Statement of Qualifications — breadth and depth of response; overall quality, responsiveness and completeness. (20 points)

- Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)

- Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (20 points)

- Understanding and Approach. Availability and ability of firm to provide the services. (10 points)

- The professional reputation of the firm, and satisfaction of current and/or prior clients. (10 points)

- Experience in Public Contract Procedures, Requirements, Laws, and Construction Claims (10 Points).

- Direct experience by project staff on federally-funded projects and the LAPM (10 Points).

3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.

4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Master Retainer Agreement is included in Enclosure 1.

E. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to

this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.

2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.

4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

F. FILING DEADLINE

Proposals must be sealed and clearly state on the outside of the package or envelope **"City of Montebello On-Call Architectural and Engineering Design Services – RFP No. _____."** Submit four (4) hard copies before 5:00 PM pst on July 22, 2021. The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

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

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

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

G. TENTATIVE TIMELINE:

June 24, 2021	Release of RFP
July 22, 2021	Deadline for Submission of Proposals
August 9, 2021	Interviews (If necessary)
August 25, 2021	Anticipated Award of Contract
September 1, 2021	Anticipated Commencement of Services

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

H. QUESTIONS

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

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

I. ENCLOSURES

1. Sample Master Retainer Agreement

ENCLOSURE 1

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

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

RECITALS

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

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

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

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

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on _____, and shall expire on _____. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

   A. For the City:

      James Enriquez, P.E.

Director of Public Works / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640
(323) 887-4640
jenriquez@cityofmontebello.com

B. For the Consultant:

_____
_____
_____
_____
_____

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

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

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

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

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

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

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

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

5. COMPENSATION.

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

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

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

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

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

1. Project Name
2. Project Name/Number

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

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

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR.

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

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

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

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

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

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

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant

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

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

10. INDEMNIFICATION.

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

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

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

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

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

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

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

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

A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

C. Worker's Compensation insurance as required by the laws of the State of California.

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars ($1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. The Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

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

13. CONFIDENTIALITY.

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

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

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written

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

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

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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

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

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

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

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

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

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

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

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

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

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

26. NON-WAIVER.

A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

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

27. COURT COSTS.

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

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

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

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

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

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

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

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

"CITY" CITY OF MONTEBELLO	"CONSULTANT" _____
_____ René Bobadilla, P.E. City Manager	_____ _____ _____
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

Exhibit A

Scope of Work

Exhibit B

Sample Engagement Letter

_____ __, 20__

_____
_____
_____
_____

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

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

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

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

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

THE CITY OF MONTEBELLO

Recommended By:

_____

Rene Bobadilla, P.E.
City Manager

[INSERT CONSULTANT NAME]

By: _____
Its: _____

Date: _____

Approved By:

_____
City Attorney

Date: _____

Exhibits:

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

Exhibit C

Fee Schedule

ITEM # 15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Resolution No. 21-48 Approving Sign Lease Agreement No. 3893 for the Proposed Digital Sign for the Property located at 820 N. Garfield Avenue and Authorizing the City Manager to execute the Sign Lease Agreement on Behalf of the City**

DATE: June 23, 2021

RECOMMENDATION (S):

Staff recommends that the City Council adopt Resolution No. 21-48:

1) Approving Sign Lease Agreement No. 3893 between The Roman Catholic Archbishop of Los Angeles, on behalf of Our Lady of Miraculous Medal, and the City of Montebello for the property located at 820 N. Garfield Avenue; and

2) Authorize the City Manager to execute Sign Lease Agreement No. 3893 for usage of a proposed digital sign at 820 N. Garfield Avenue; and

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Pursuant to the Sign Lease Agreement (the "Lease"), the City of Montebello ("Lessee") will pay The Roman Catholic Archbishop of Los Angeles/Our Lady of Miraculous Medal ("Lessor") annual rent in the amount of one dollar ($1.00) per year. This annual payment will commence on the date the sign becomes operational and capable of displaying messages. All permitting and construction costs associated with the digital sign will be paid by the Lessor. Funding for the annual rent payment for usage of the digital sign totaling one dollar ($1.00) will be included in subsequent budgets.

BACKGROUND

The City of Montebello has an opportunity to enter into the Lease with Our Lady of Miraculous Medal for the right to use a proposed digital sign (Please see Attachment B) for the property located at 820 N. Garfield Avenue, Montebello, CA 90640 (the "Property"). The Property is owned by the Roman Catholic Archbishop of Los Angeles/Our Lady of Miraculous Medal and is located along a well-traveled corridor within the City directly across the street from the City-owned Montebello Golf Course. The City would periodically utilize the digital sign for the advertisement of City announcements, sponsored events, and programs ("City Ads") that serve the needs of the City and its residents and businesses. Pursuant to the Lease, the City would be permitted to advertise up to 12 City events during the calendar year (January through December) with the ability to use up to five percent (5%) of the total advertising time for City Ads.

If the Lease is approved, the City's ability to use the digital sign for future messaging would require the submittal of a proposed message copy including any graphics to Lessor not less than ten (10) business days prior to the date the message is proposed to be displayed. The City Ads must be in a format ready for posting on the sign in accordance with the Lease.

ANALYSIS

The Lease will provide the City with a unique opportunity to provide public messaging and City Ads along a well-traveled corridor within the City. For example, the Lease will allow the City to use the digital sign to, among other things, advertise community meetings and events for citywide initiatives such as the General Plan Update and related surveys. In addition, the sign could be used to advertise food distribution and public activities. The terms in this Lease are similar to terms included in other agreements between the City and sign operators with relatively no cost to the City.

ENVIRONMENTAL

The adoption of the proposed Resolution is not subject to the California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The City's participation in the Lease for public messaging opportunities at the Property will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the Lease will have a significant effect on the

environment because the Property will continue to be used as a deemed approved religious institution with related amenities and any future changes to the Property shall comply with CEQA at that time.

SUMMARY

Staff recommends that the City Council approve the attached Resolution approving the Lease of the digital sign at the Property and authorizing the City Manager to execute the Lease, and any reasonably related documents, on behalf of the City to move forward with securing the City's ability to use the property for public messaging and City Ads.

ATTACHMENT(S):

A. Attachment A – Draft Resolution No. 21-48
B. Attachment B – Sign Lease Agreement No. 3893

ATTACHMENT A

RESOLUTION NO. 21-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE SIGN LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 820 N. GARFIELD AVENUE

RECITALS

WHEREAS, the City of Montebello (the "City" or "Lessee") intends to utilize a digital sign owned by Our Lady of Miraculous Medal and The Roman Catholic Archbishop of Los Angeles, a Corporation Sole, ("Lessor") for the periodic display of public messaging at 820 N. Garfield Avenue (Los Angeles County Assessor's Parcel Number (["APN") 5268-002-037) (the "Property"); and

WHEREAS, the Lessor is the owner of said proposed digital sign located at the Property; and

WHEREAS, the City desires to enter into the Sign Lease Agreement (the "Lease") between Lessor and Lessee for a 10-year term to allow the City to display City related advertising and public messaging opportunities pursuant to the Lease; and

WHEREAS, the City shall pay to Lessor annual rent in the amount of one dollar ($1.00) per year commencing on the date the digital sign becomes operational desires to enter into the Lease for City advertising and public messaging opportunities pursuant to the Lease; and

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

SECTION 1: The City Council hereby finds that the above recitals are true and correct and incorporate them herein as part of the findings.

SECTION 2: Based upon all information presented to the City Council during its consideration of this matter, the City Council hereby approves the Lease as long as there is no change to price or description of annual payment and messaging opportunities, which final agreement shall be approved as to form by the City Attorney's office.

SECTION 3: The City Council further authorizes the City Manager to execute the Lease, and any ancillary documents reasonably necessary to finalize the Lease and effectuate the intent of this Resolution.

SECTION 4: The adoption of the proposed Resolution is not subject to the California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section

15061(b)(3) which states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The City's participation in the Lease for public messaging opportunities at the Property will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the Lease will have a significant effect on the environment because the Property will continue to be used as a deemed approved religious institution with related amenities and any future changes to the Property shall comply with CEQA at that time.

SECTION 5: 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 23rd day of June 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-48 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 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

SIGN LEASE AGREEMENT NO. 3893
WITH ROMAN CATHOLIC ARCHBISOP OF LOS ANGELES AND OUR LADY OF MIRACULOUS MEDAL

This Sign Lease Agreement ("Lease") is made and effective on _____ ("Effective Date"), by and between the Roman Catholic Archbishop of Los Angeles and Our Lady of Miraculous Medal (collectively "Lessor") and the City of Montebello, a municipal corporation (referred to as either "Lessee" or "City"). The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed by the Parties as follows:

1. **SIGN**. Lessor does hereby lease and demise to Lessee, for outdoor advertising purposes, a digital sign fronting the Lessor's property located at 820 N. Garfield Ave., Montebello, California 90640 (the "Sign") as legally described and depicted in **Exhibit "A-1 and A-2"** attached hereto and incorporated by this reference. The Sign shall remain the exclusive property of Lessor and Lessor shall have the right to remove the Sign at the expiration or earlier termination of this Lease. Lessor desires to lease the Sign to Lessee, and Lessee desires to lease the Sign from Lessor subject to the terms and upon the covenants, conditions, and provisions herein set forth.

2. **TERM OF LEASE**. The term of this Lease shall be ten (10) years commencing on the date the Sign becomes operational (the "Initial Term"). This Lease will renew automatically at the end of the Initial Term on a year-to-year basis, unless this lease is terminated pursuant to Paragraph 3.

3. **TERMINATION OF LEASE**. During the Initial Term, either Party may terminate this Lease if the other Party breaches the terms set forth herein. The non-breaching Party shall send written notice to the breaching Party specifying the breach. The breaching Party shall then have thirty (30) days to cure the specified breach. If the breaching Party fails to cure the specified breach within such period of time, the non-breaching Party may terminate this Lease. After the Initial Term, either Party terminate this Lease at any time upon giving thirty (30) days written notice of termination.

4. **RENTAL**. Lessee shall pay to Lessor annual rent in the amount of one dollar ($1.00) per year commencing on the Sign's Operational Date. For purposes of this Section, the Operational Date shall mean the date that the Sign is legal and functionally capable of displaying advertising or messages.

5. **LESSEE'S RIGHT TO USE SIGN**. Lessor hereby grants Lessee a non-exclusive right to use the Sign for the advertisement of City announcements, sponsored events, and programs that serve the needs of the City and its residents and businesses ("City Ad"). Lessee is permitted to advertise up to (12) City events per calendar year and the right to use up to five percent (5%) of the total advertising time for City Ads. The City Ad shall be displayed during the Sign's operating hours spread out equally through the Sign's operating hours for a period of two (2) weeks prior to the advertised City event in the same manner as other

advertisements displayed on the Sign, but in no case shall the City Ad be displayed for less than eight (8) seconds at a time. The City shall submit a proposed copy to Lessor not less than ten (10) business days prior to the date the copy is proposed to be displayed. All proposed City Ads shall be prepared by and submitted at the City's sole cost and, shall be in a format ready for posting on the Sign. Lessor shall have the right to reject, in writing to the Lessee no less than five (5) business days prior to the date the copy is proposed to be displayed, any proposed content that would conflict with the teachings and values of the Catholic Church. Lessee represents and warrants that all copy, content, and materials supplied by City for display under this Lease: (i) are owned or duly licensed by Lessee and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Lessee and/or Lessor may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

6. **ASSIGNMENTS AND SUBLEASES**. Lessee may not assign or otherwise transfer this Lease or any interest herein, and this Lease is not assignable by operation of law without Lessor's prior written consent. Lessor shall respond in writing within thirty (30) days of receipt of any request by Lessee for an assignment or sublease of this Lease.

7. **UTILITIES**. Lessor shall be responsible for electricity and other services and utilities in connection with the use and operation of the Sign during the Term of the Lease. Lessee shall have no responsibility for any utilities costs, fees, or assessments associated with the operation of the Sign whatsoever.

8. **PROPERTY TAXES**. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term.

9. **MAINTENANCE AND REPAIR**. Lessor shall be responsible for all the repair and maintenance of the Sign and related improvements on the premises at the sole cost of the Lessor. Lessor does not guarantee that the Sign will be operational at all times. Lessor shall run City Ads so long as the Sign is operational.

10. **MUTUAL INDEMNIFICATION**. Each Party hereby agrees to indemnify, defend and hold the other Party, its officials, officers, employees, consultants, contractors, and agents (collectively, "Representatives") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against a Party or its Representatives based on any act or omission by the indemnifying Party or its Representatives. .

11. **ATTORNEYS FEES**. In the event that any action is brought by either Party as against the other Party for the enforcement or declaration of any right or remedy in or under this Lease or for the breach of any covenant or condition of this Lease, the prevailing party will be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court including, but not limited to, attorneys' fees.

12. **NOTICE**. Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor: The Roman Catholic Archbishop of Los Angeles
3424 Wilshire Boulevard
Los Angeles, CA 90010
Attn: Real Estate Department

With a copy to: Our Lady of Miraculous Medal
820 N. Garfield Avenue
Montebello, CA 90640
Attn: Pastor

If to Lessee: City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Community Development

13. **FINAL AGREEMENT**. This Lease constitutes the entire agreement among the Parties and there are no conditions, representations, or agreements regarding the subject matter of this Lease, which are not expressed herein. This Lease supersedes any prior or contemporaneous agreements, representations, and negotiations.

14. **MODIFICATIONS**. Neither modification of this Lease nor any waiver of a provision hereof shall be of any force or effect unless the same is in writing and signed by the Parties hereto. Lessor and Lessee agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, provided such requests are consistent with this Lease and would not materially alter the basic terms included in this Lease.

15. **TITLES AND HEADINGS**. Titles and headings used in this Lease are for convenience of reference only and shall not be considered in interpreting the meaning of any provision of this lease.

16. **SEVERABILITY**. If any term, provision, condition or covenant of this Lease or its application to any Party or circumstance is held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected and will be valid and enforceable to the fullest extent permitted by law.

17. **GOVERNING LAW**. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of California.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE, ON BEHALF OF OUR LADY OF MIRACULOUS MEDAL ("Lessor")

By:_____
Fr. Brian Nunez

Its: Attorney-in-fact

Date:_____

CITY OF MONTEBELLO, a municipal corporation ("Lessee")

By:_____
René Bobadilla, City Manager

Date:_____

ATTEST:

By:_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By:_____
Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- A-1
- A-2

Exhibit “A-1”

Exhibit A-1

Landlord Information / Signage Location

Our Lady of the Miraculous Medal Catholic Church

Address: 820 N. Garfield Ave., Montebello, California 90640

Assessors Parcel # 5268-002-007

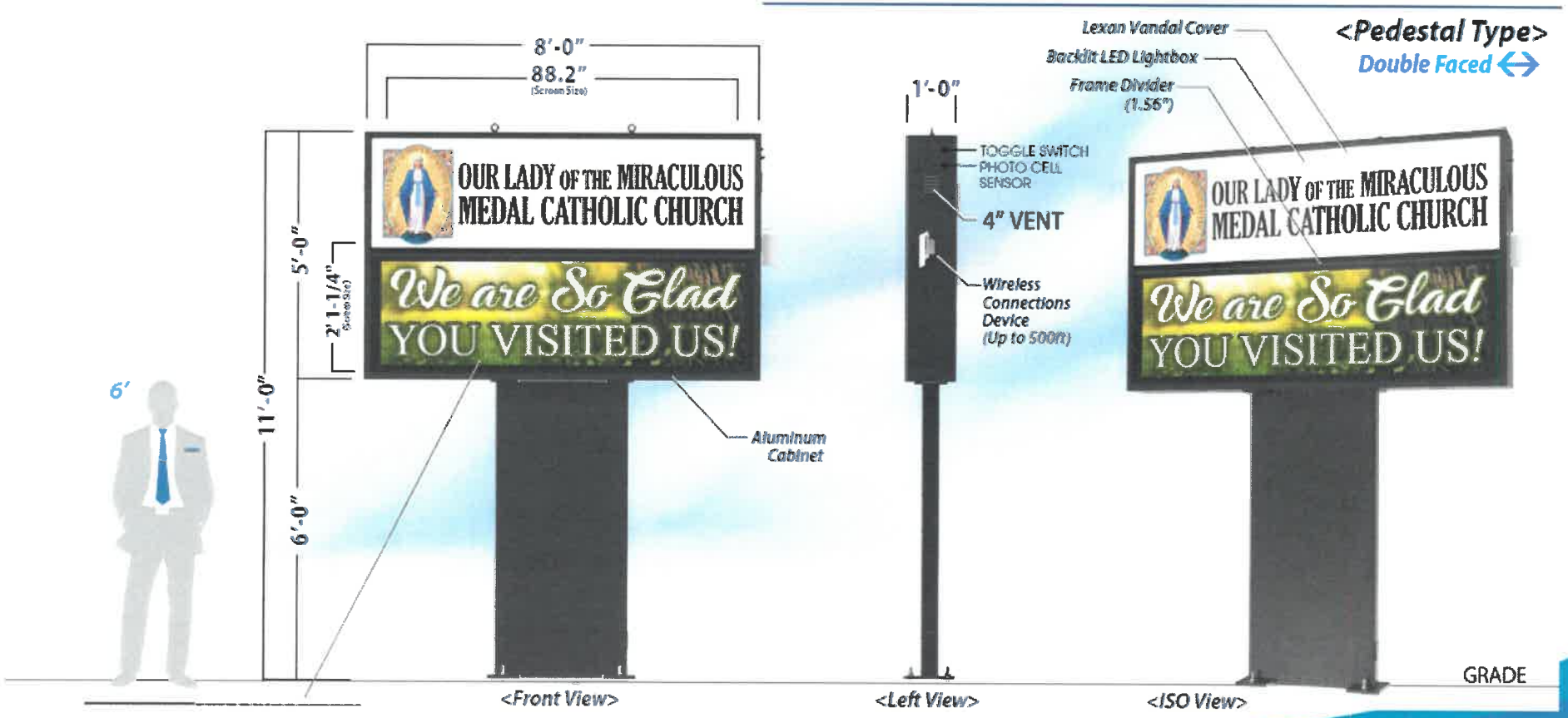
Contractor: Mega Sign, Inc.
License: 984927
Classification: C-45
Contact: David Park
Email: david@megasigninc.com
Phone: 213-222-4192

Exhibit “A-2”

Exhibit A-2

MEGA LED TECHNOLOGY

Proposed Sign



ITEM #____

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
Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **Adopt Ordinance No. 2438 Amending Chapter 10.32 - "Stopping, Standing and Parking" of the Montebello Municipal Code to designate certain parking stalls as electric vehicle charging stations at City owned or operated off-street lots and parking facilities**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Waive *Second Reading* of Ordinance No. 2438 amending Chapter 10.32 – "Stopping, Standing and Parking" of the Montebello Municipal Code reserving certain stalls as electric vehicle charging stations at City-owned or operated lots and parking facilities; and the establishment of parking fees and permit fees, if any, designated permit areas, exempted periods, and overstay charges for spaces designated for use of electric vehicle charging stations; and

2) Authorize, the City Manager or his designee(s), to erect the required signage per California Vehicle Code sections 22511 giving notice of the prohibitions, restrictions and/or regulations ushered in by the proposed Ordinance; and

3) Take such additional, related action that may be desirable.

FISCAL IMPACT

Staff anticipates modest expenditures related to the production and erection of parking lot signage related to these proposed municipal code changes. Estimated costs are as follows: 18 signs at $30/each would be approximately $540.00. Total estimated cost for the new signs would be an estimated $540.00. Fiscal Year 2020-21 budgets in both the

Human Resources and Parks and Recreation Departments contain sufficient funding for these estimated costs, no budget amendments are needed related to this recommended action.

BACKGROUND

This was first brought on May 27, 2021 with a resolution to update the Master Fee schedule but ultimately Council decided to drop the resolution until the City Wide Fee Study has concluded, and is being brought again on June 23, 2021 for a second reading without the resolution. On January 26, 2018, Governor Brown signed Executive Order B-48-18, which set a statewide goal of achieving 5 million zero emission vehicles in California by 2030. In order to implement Executive Order B-48-18, it is necessary that the City of Montebello begin promoting and supporting the growth of electric vehicle ("EV") infrastructure within city limits. Maximizing the utility of City-owned or operated parking lots and parking facilities by reserving parking stalls for the exclusive purpose of charging EVs used and operated by City staff, visitors, and the general public furthers such goals.

Section 22511 of the California Vehicle Code ("Vehicle Code") allows a local authority to designate, by ordinance or resolution, that spaces in an off-street facility or on a public street may be designated for the exclusive use of parking a vehicle while connected to an electric charging station for the purpose of charging the vehicle.

The proposed Ordinance would amend Chapter 10.32 of the Montebello Municipal Code ("MMC") reserving EV parking stalls at City-owned or operated lots and parking facilities.

Rules and regulations for the use and operation of such stalls will be implemented concurrently under the parameters established by Ordinance No. 21 first introduced for by the City Council on February 24, 2021. Ordinance No. 21 is authorized under Vehicle Code section 22519.

ANALYSIS

Generally, the proposed Ordinance would amend Chapter 10.32 of the MMC as follows:

- Authorize the City to designate specific parking stalls in all City-owned or operated, off-street lots and parking facilities for the exclusive purpose of EV parking and charging.
- Direct the City's Director Recreation and Community Services to erect all required signage giving notice of the EV designation under Vehicle Code section 22511 and giving notice of any other related rules including, but not limited to,

restriction of overnight parking and reservation of certain EV stalls as "employee-only" stations under the authority granted to the City under Vehicle Code section 22519.

- Authorize the implementation of EV charging station and overstay fees.
- Authorize the Chief of Police (or his designee) to issue notices to appear or citations, in the usual form and manner as provided in the Vehicle Code.

Staff is recommending that the City Council waive the second reading of the proposed Ordinance attached hereto. Establishment of EV parking will further the City's efforts to come within compliance of Executive Order B-48-18.

ENVIRONMENTAL

The action proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the proposed Ordinance would not have an impact on the environment.

DISCUSSION

Staff recommends that the City Council waive the second reading of an Ordinance amending Chapter 10.32 "Stopping, Standing and Parking" of the Montebello Municipal Code designating specific parking stalls at City-owned or operated lots and parking facilities for the exclusive purpose of charging electric vehicles.

SUMMARY

It is requested that the City Council adopt an ordinance amending Chapter 10.32-"Stopping, Standing and Parking" of the Montebello Municipal Code reserving certain stalls as electric vehicle charging stations and the establishment of parking/charging fees, and overstay charges for EV parking. Upon approval, Staff will erect required signage. Total Estimated Cost is $540.00.

ATTACHMENT(S):

A. Attachment A – Proposed Ordinance No. 2438

ORDINANCE NO. 2438

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTER 10.32 OF THE MONTEBELLO MUNICIPAL CODE BY ADDING SECTION 10.32.400 THROUGH 10.32.440 TO AUTHORIZE DESIGNATION OF CERTAIN PARKING STALLS AS ELECTRIC VEHICLE CHARGING STATIONS AT CITY OWNED OR OPERATED OFF-STREET LOTS AND PARKING FACILITIES

WHEREAS, on January 26, 2018, Governor Brown signed Executive Order B-48-18, which sets a statewide goal of achieving 5 million zero-emission vehicles in California by 2030; and

WHEREAS, California Vehicle Code ("VEH") section 22511(a)(1) gives local municipalities the authority to designate, by ordinance or resolution, parking stalls or spaces located in an off-street parking facility owned or operated by the municipality for the exclusive purpose of charging a vehicle that is connected for electric charging purposes; and

WHEREAS, the City of Montebello ("City") seeks to promote and support the growth of electric vehicle ("EV") infrastructure within the City's owned or operated parking lots and facilities; and

WHEREAS, VEH section 22511 permits a local municipality, provided the municipality has posted signage in conformance with the California Manual for Traffic Control Devices, to remove and store any vehicle that is found illegally parked in parking stalls or spaces located on a public street or in an off-street parking facility owned or operated by the municipality, which are exclusively designated for EV charging; and

WHEREAS, VEH section 22511.1(a) explicitly states that a vehicle shall not park or occupy a parking space authorized by Section 22511 unless the vehicle is connected for EV charging purposes; and

WHEREAS, VEH section 22511.1(b) states that a person shall not obstruct, block or otherwise inhibit access to parking spaces designated as EV charging stations pursuant to section 22511.1(a); and

WHEREAS, parking spaces designated as EV charging stations are intended to be used only while using the EV charging station; and

WHEREAS, encouraging turnover at parking spaces designated for use of EV charging stations is necessary to maximize station access, as such it is also recommended that the City Council approve and adopt an overstay charge to be charged for EV's that exceed the posted time limits at parking spaces designated for use of EV stations; and

WHEREAS, VEH section 22511(f) explicitly states that the statute does not interfere with existing law governing the ability of a local municipality to adopt ordinances related to local parking programs.

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

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; ADDITION. Sections 10.32.400 through 10.32.440 is hereby added to Chapter 10.32 – Stopping, Standing and Parking of the Montebello Municipal Code to read as follows.

10.32.400 – Purpose.

The electric vehicle parking standards established in this chapter are intended to promote sustainable and alternative transportation practices; manage the availability of off-street parking, in particular in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

10.32.410 – Definitions.

As used in this chapter, the following words and phrases shall have the following meanings:

"Electric vehicle" shall mean a vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes.

"Electric vehicle charging station" shall mean equipment that has as its primary purpose the transfer of electric energy storage device on an electric vehicle.

“kWh” shall mean kilowatt-hour

“Overstay Charge” or “Overstay Charges” shall mean the fee imposed on an electrical vehicle that exceeded the maximum legal parking time posted at parking spaces designated as an Electric vehicle charging station.

10.32.420 - Parking of vehicles in stalls for electric charging purposes.

A. Pursuant to California Vehicle Code section 22511, the City hereby designates certain stalls and spaces in City-owned or operated off-street parking lots and facilities to be for the exclusive purpose of parking and charging a vehicle that is connected for electric charging purposes.

B. The City’s director of recreation and community services, is hereby authorized to post signs in accordance with California Vehicle Code section 2511(d)(1) at certain stalls and spaces in City owned or operated off-street parking lots and facilities that require vehicles parked in such stalls and spaces to be connected for electric charging purposes.

C. In accordance with California Vehicle Code Section 22511(c)(1), the City may cause the removal and towing or issue fines for electric charging violations in accordance with the Uniform Parking Bail Schedule for a vehicle parked in a space or stall that is posted for electric charging purposes that is not connected for electric charging purposes.

D. This section does not interfere with other or existing laws allowing the City to regulate parking in City owned or operated off-street parking lots and facilities within the City, including the authority to restrict overnight parking and reserve and designate certain Electric vehicle stalls for employee-only use; provided such designations comply with signage requirements under California Vehicle Code section 22519.

10.32.430– Electric vehicle parking restriction.

A. Where a sign designating a parking space for the exclusive use of charging Electric vehicles is posted, no person shall park in that space any non-electric vehicle, Electric vehicle that is not connected to the Electrical vehicle charging station, Electric vehicle that is not charging, or an Electric vehicle that has exceeded the maximum legal parking time posted.

B. For any violation of any provision of this section, the chief of police, or his/her designee is hereby empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the California Vehicle Code.

10.32.440 – Electric vehicle charging station fees

A. Parking rates for parking a vehicle in a designated Electric vehicle charging station shall be established and adjusted from time to time to manage the use and occupancy of off-street Electric vehicle charging stations in all City-owned or operated parking facilities and areas.

B. Parking fees and permit fees, if any, designated permit areas, exempted periods, and Overstay Charges for spaces designated for use of Electric vehicle charging stations may also be established and changed, from time to time, by resolution.

C. A current schedule of the Electric vehicle charging station parking rates and overstay charges shall be posted on the City's Master Fee Schedule (and as thereafter amended), and available for review at the City Clerk's office.

D. For any violation of any provision of this section, the chief of police, or his/her designee is hereby empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the California Vehicle Code.

SECTION 4. NOTICE; AUTHORITY TO ERECT SIGNS. The director of recreation and community services is authorized to erect signs for the purpose of providing notice prohibiting, restricting or regulating the parking, stopping or standing of vehicles on any off-street parking facility owned or operated by the City pursuant to sections 22511 and 22519 of the Vehicle Code

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED 26th day of May 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 26th day of May, 2021 by the following vote:

AYES: Jimenez, Melendez, Torres, Peralta, Cobos-Cawthorne
NOES: None
ABSENT: None
ABSTAIN: None

_____
Christopher Jimenez, City Clerk

ITEM #____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve Amendment No. 2 to Agreement No. 3444 with Johnson Controls for Citywide HVAC Maintenance and Repairs and Authorize Payment to F.M. Thomas Air Conditioning, Inc. for Extra Services**

DATE: June 23, 2021

RECOMMENDATION

It is recommended that the City Council:

1) Approve Amendment No. 2 to Agreement No. 3444 with Johnson Controls for Citywide Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair; and

2) Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and

3) Authorize the City Manager to pay invoices for extra services performed by F.M. Thomas Air Conditioning, Inc.; and

4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Staff is recommending approval of Amendment No. 2 to Agreement No. 3444 with Johnson Controls Inc. ("Johnson Controls") to extend the current term for an additional two (2) years and incorporate the new compensation provisions related to the extension. The total not-to-exceed annual cost for services to provide Citywide HVAC Maintenance and Repair for an additional two (2) years is One Hundred Twenty Seven Thousand Nine Hundred Dollars ($127,900) for Fiscal Year 2021-22 and One Hundred

Twenty Nine Thousand Fifty Two Dollars ($129,052) for FY 2022-22, which includes the addition of monthly and quarterly maintenance to the Police Department's HVAC system. The contract is managed by the Recreation and Community Services Department and the cost of services is included in the Building Maintenance Division Fiscal Year 2021-22 and will be included in the FY 2022-23 budget.

The total cost of for extra services performed by F.M. Thomas Air Conditioning, Inc. is Four Thousand Eight Hundred Thirty Four Dollars ($4,834). HVAC repairs were needed at the Police Department report writing room and shooting range. An increase to the contract amount and accompanying purchase order in this amount must be made in order to pay these invoices.

BACKGROUND / ANALYSIS

On April 5, 2018, after issuing Request for Proposals No. 18-44 ("RFP 18-44"), the City awarded a contract to Johnson Controls to provide Citywide HVAC Maintenance and Repair Services. The contract was for an initial length of three (3) years, with an option to extend the contract for two (2) additional years. On July 10, 2019, City Council approved Amendment No. 1 to increase the base contract price to an annual not-to-exceed amount of $86,285 to cover as-needed repairs to existing HVAC systems throughout the City and to increase the frequency of maintenance to HVAC systems at the City's three fire stations.

Johnson Controls has demonstrated the desired ability, knowledge and experience to continue providing services for the City. City Council is being asked to consider extending the contract service with Johnson Controls for an additional two (2) year term from June 12, 2021 to June 11, 2023.

The scope of services is being expanded to include the Police Department facility and the proposed not-to-exceed annual cost is One Hundred Twenty Seven Thousand Nine Hundred Dollars ($127,900) for Fiscal Year 2021-22 which includes funding for monthly maintenance and as-needed repairs for all City facilities. The Police Department HVAC system was previously maintained and repaired through a separate agreement with Johnson Controls with an annual not-to-exceed amount of One Hundred Thirty Two Thousand Eight Hundred Thirty One Dollars ($132,831). Over the past few months, the major components of the Police Department's HVAC system have been replaced as part of the citywide energy efficiency upgrades made under the Energy Services Performance Contract with ABM Building Solutions. The inclusion of the Police Department to the current citywide agreement with Johnson Controls will provide the City with overall cost savings on HVAC maintenance and repair.

In FY 2021-22, F.M. Thomas Air Conditioning, Inc., the City's current contracted vendor for Police Department HVAC maintenance and repair, performed necessary HVAC

repairs and modifications to the controls and ducting at the Police Department that were not part of the contract's scope of work. The extra work increases the total annual not-to-exceed amount of the agreement. Work was completed at the Police Department report writing room and firing range. The increase in the annual not-to-exceed amount requires City Council approval to pay invoices totaling Four Thousand Eight Hundred Thirty Three Dollars and Ninety Six Cents ($4,833.96).

SUMMARY

The City Council will consider approval of Amendment No. 2 to Agreement No. 3444 with Johnson Controls to provide Citywide HVAC Maintenance and Repair, authorize the City Manager to execute Amendment No. 2 on behalf of the City, and authorize the City Manager to pay invoices for extra services performed by F.M. Thomas Air Conditioning, Inc.

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ATTACHMENTS

A. Attachment A - Amendment No. 2 to Agreement No. 3444
B. Attachment B – Agreement No. 3444
C. Attachment C – Amendment No.1 to Agreement No. 3444

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3444
WITH JOHNSON CONTROLS, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 23rd day of June 2021, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Johnson Controls, 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 Citywide HVAC Maintenance and Repair by and between the City of Montebello and Johnson Controls, Inc., dated June 13, 2018 ("Agreement"), pursuant to which City retained Consultant to provide Citywide HVAC Maintenance and Repair, as further described in the Agreement; and

WHEREAS, the Parties entered into Amendment No. 1 in July of 2019 as authorized by the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the agreement for the purpose of: (i) extending the term of the Agreement for an additional two (2) year term, specifically from June 12, 2021 to June 11, 2023, (ii) expand the scope of work to include services to the City's Police Department facility, and (iii) revise the compensation due to the term extension and expanded scope of work; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, 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 1(C) of the Agreement Services/Compensation is amended to read as follows:

"C. CONTRACTOR shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not-to-exceed $127,900 for Fiscal Yea (FY) 21/22 and $129,052 for FY 22/23. 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 Compensation without the prior written consent of CITY."

SECTION 2. Section 2 of the Agreement Term is amended to read as follows:

"2. Term. The term of this Agreement shall commence on June 12, 2021 and shall continue in full force and effect through and including June 11, 2023, unless extended or sooner terminated as provided in Section 7 herein."

SECTION 3. Section 1B of the Agreement Services/Compensation is amended to read as follows:

"B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the "Revised Scope of Work" attached hereto as Exhibit "1" and incorporated fully herein by this reference."

SECTION 4. Except as expressly modified or supplemented by this Amendment No. 2, 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. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO. 2*]

[**SIGNATURES ON THE FOLLOWING PAGE**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**JOHNSON CONTROLS, INC.**
René Bobadilla, City Manager	Timothy Junior, Area Service Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT 1
REVISED SCOPE OF WORK

CITY OF MONTEBELLO
CITYWIDE HVAC MAINTENANCE
ANNUAL MAINTENANCE COST

Facility	**Fiscal Year 2021-22 Annual Cost**	**Fiscal Year 2022-23 Annual Cost**
City Hall	$8,736.00	$8,998.00
Police Department	$39,500.00	$39,500.00
Senior Center	$1,963.00	$2,022.00
Youth Center	$1,483.00	$1,527.00
Reggie Rodriguez	$1,860.00	$1,916.00
Holifield Park	$1,212.00	$1,248.00
Henry Acuna Park	$1,680.00	$1,730.00
Potrero Heights Park	$295.00	$304.00
Fire Station 55	$3,928.00	$4,046.00
Fire Station 56	$2,825.00	$2,910.00
Fire Station 57	$2,293.00	$2,362.00
Washington Elem.	$289.00	$298.00
Fremont Elem.	$289.00	$298.00
Greenwood Elem.	Do Not Service	Do Not Service
Transportation Dept.	$2,227.00	$2,294.00
Communication Sites	$5,239.00	$5,396.00
E.O.C.	$3,077.00	$3,169.00
Golf Course	$1,004.00	$1,034.00
ANNUAL TOTAL:	$77,900.00	$79,052.00

_____ _____

Company Name Representative's Name

_____ _____

Signature Date

Johnson Controls planned service proposal

Prepared for CITY OF MONTEBELLO POLICE STATION

Customer
CITY OF MONTEBELLO POLICE STATION

Local Johnson Controls Office
5770 WARLAND DR STE A
CYPRESS, CA 90630-5047

Agreement Start Date:
06/01/2021

Proposal Date
06/3/2021

Estimate No:
1-1C77SSCL

Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF MONTEBELLO POLICE STATION

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 06/01/2021 and ending 05/31/2023.
- The agreement price for first year is $39500.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Jonathan Huse
Account Representative, Owner Sales
(866) 819-0230

The power behind **your mission**

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Planned Service Agreement

Customer Name :	CITY OF MONTEBELLO POLICE STATION
Address:	1600 W BEVERLY BLVD MONTEBELLO,CA 90640-3932
Proposal Date:	06/03/2021
Estimate #:	1-1C77SSCL

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 06/01/2021 and will continue until 05/31/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $39500.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO,CA 90640

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.	
By:Jonathan Huse	**By:**
Signature:	**Signature:**
Title:Account Representative, Owner Sales **Date:**	**Title:** **Date:**
Signature:	**Customer PO#:**
Title: **Date:**	

JCI Branch: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G
Address: 5770 WARLAND DR STE A
CYPRESS,CA 90630-5047
Branch Phone: (866) 819-0230
Branch Email:

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Schedule A - Equipment List

POLICE STATION	1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932

Product: Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Fireside Cleaning (gaskets not included)
1	Comprehensive
1	Combustion Analysis
1	Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)

Customer Tag	Manufacturer	Model #	Serial #
Apex Boiler	Apex	APX625	65784174
Raypak Boiler	RayPak	Field Verify	Field Verify

Product: Air Handling Unit (AHU), Mixed Air, 35-60 HP

Quantity: 4
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
4	Standard Pleated Filter Change
1	Belt Change
1	Premium Pleated Filter Change

Customer Tag	Manufacturer	Model #	Serial #
Basement AHU 1	Trane	Field Verify	Field Verify
Basement AHU 2	Trane	Field Verify	Field Verify
Rooftop AHU 1	Trane	Field Verify	Field Verify
Rooftop AHU 2	Trane	Field Verify	Field Verify

Product: Pump, Chilled Water, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Vibration Analysis

Customer Tag	Manufacturer	Model #	Serial #
CWP 1	Armstrong	Field Verify	Field Verify
CWP 2	Armstrong	Field Verify	Field Verify

Product: Chiller, Air Cooled, VSD Screw, 150-250 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Condenser Coil Cleaning

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POLICE STATION	**1600 W BEVERLY BLVD** **MONTEBELLO, CA 90640-3932**

1	Refrigerant Analysis (2 Circuits)
1	Vibration Analysis

Customer Tag	**Manufacturer**	**Model #**	**Serial #**
Chiller - 1	Smardt Inc	Field Verify	Ev-21009

Product: Air Handling Unit (AHU), Return Air, 15-30 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
2	Premium Pleated Filter Change
1	Comprehensive
1	HEPA Filter Change
4	Standard Pleated Filter Change

Customer Tag	**Manufacturer**	**Model #**	**Serial #**
Gun Range EF Filtration	Weg	Field Verify	Field Verify

Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

4	Standard Filter Change
1	Condenser Coil Cleaning
1	Belt Change
3	Operational (Mid Season - Cooling/Heating with Economizer)
1	Cooling Comprehensive (with Economizer)

Customer Tag	**Manufacturer**	**Model #**	**Serial #**
RTU 1	Lennox Industries	RGH102H4Ms4G	5620D09567
RTU 2	Carrier	50VT-036-50	392047059

Product: Site Operator Training Hours - Controls

Quantity: 1
Coverage Level: Basic

Services Provided

1	Preventive Maintenance

Customer Tag	**Manufacturer**	**Model #**	**Serial #**

Product: Contractor - Controls

Quantity: 1
Coverage Level: Basic

Services Provided

1	Contractor - Controls

Customer Tag	**Manufacturer**	**Model #**	**Serial #**

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Equipment tasking

Air Handling Unit (AHU), Mixed Air, 35-60 HP

Belt Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactor Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies

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	Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative
Premium Pleated Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Standard Pleated Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
	Air Handling Unit (AHU), Return Air, 15-30 HP
Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work

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	Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactor Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
HEPA Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils

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	Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative
Premium Pleated Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Standard Pleated Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
	Boiler, Gas-Fired, High Efficiency, >10 HP
Combustion Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Use appropriate eye protection in work environment

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	Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Inspect condensate piping , trap and drain Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Fireside Cleaning (gaskets not included)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove access panels Brush fireside surfaces Reinstall access panels Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery

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	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Lock and tag out unit Isolate and drain boiler Open covers Conduct inspection Replace covers Fill system Prepare unit for operation
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Blow down boiler Inspect condensate piping , trap and drain Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valv Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, VSD Screw, 150-250 Tons

Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants Use and follow the JCI process for handling and working with Used Oil All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check oil separator level Verify oil heater operation Perform lock-out and tag-out procedure Inspect condenser fan contactors for wear Check for proper VSD coolant level and pump operation

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	Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper VSD operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check for proper condenser fan operation Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Refrigerant Analysis (2 Circuits)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work

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	Use and follow the JCI Lock-out Tag-out on all electrical machinery Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants Use and follow the JCI process for handling and working with Used Oil All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Chilled Water, 11-50 HP

Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery

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	Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Belt Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

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	Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation

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	Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Standard Filter Change	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative

Site Operator Training Hours - Controls

Preventive Maintenance	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform scheduled site operator training Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$39500.00	Quarterly
Year2	$39500.00	Quarterly

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CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3444
BY AND BETWEEN
CITY OF MONTEBELLO
AND
JOHNSON CONTROLS , INC.

THIS AGREEMENT ("Agreement") is made and entered into on **June 13, 2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and JOHNSON CONTROLS, INC. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide HVAC Maintenance and Services at various city-owned buildings in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide HVAC Maintenance and Repairs (April 5, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated

earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by

CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of

any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or

agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled,

except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of

its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.
In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure

that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

Andrew G. Pasmant
Acting City Manager

Dated: 7/24/18

CONTRACTOR

Timothy Junior
Area Service Manager

Dated: 7-18-18

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

AGREEMENT NO. 3444

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3444) BY AND BETWEEN THE CITY OF MONTEBELLO AND JOHNSON CONTROLS, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and JOHNSON CONTROLS, INC., **("First Amendment")** is entered into this 10th day of July 2019 ("Effective Date"), by and between Johnson Controls, Inc., (**"Contractor"**) and the City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for HVAC Maintenance and Repairs by and between the City of Montebello and Johnson Controls, Inc., dated June 13, 2018 (the **"Agreement"**), pursuant to which City retained Contractor to provide annual HVAC Maintenance and Repairs, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to add additional maintenance services to the contract and budget for as-needed repairs, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

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:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed $86,285.00.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

Paul Talbot
Interim City Manager

JOHNSON CONTROLS, INC.

Timothy Junior
~~President~~ Area Service Manager

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

AGREEMENT NO. 3444

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Paul Talbot
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Timothy Junior
~~President~~ Area Service Manager

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ITEM # 18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Award Professional Services Agreement No. 3892 for Security and Fire Alarm Monitoring, Maintenance and Repair (RFP No. 21-29) to Ion Security Systems, LLC**

DATE: June 23, 2021

RECOMMENDATION

It is recommended that the City Council:

1) Award Professional Services Agreement No. 3892 to Ion Security Systems, LLC in an amount not-to-exceed Fifty Thousand Dollars ($50,000) annually for Security and Fire Alarm Monitoring, Maintenance and Repair; and

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

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total not-to-exceed annual cost for Security and Fire Alarm Monitoring, Maintenance and Repair under the proposed agreement is Fifty Thousand Dollars ($50,000) for the first year of a three-year (3-year) term. The annual cost includes the cost for monthly services and as-needed repairs. The awarded contract will be managed by the Recreation and Community Services Department and funded within the Building Maintenance Division. Appropriate funding is included in the Fiscal Year 2021-22 proposed budget (Account No. 100-70-510-6040.10).

BACKGROUND

On April 27, 2021, the City issued a Request for Proposals (RFP) No. 21-29 ("RFP No. 21-29") seeking proposals for Security and Fire Alarm Monitoring, Maintenance and

Repair. The scope of work includes 24-hour fire/life safety system monitoring, security alarm system installation and monitoring, ongoing routine maintenance, the lease of the security alarm equipment, and necessary testing and alarm license fees required.

Previously, the City had two separate agreements for fire alarm maintenance and monitoring and for security alarm maintenance and monitoring. By combining the services under one agreement, the City will reduce costs while adding security alarm services to additional City facilities under the agreement including, City Hall, the Transit Department, Reggie Rodriguez Park Community Center, Grant Rea Park facilities, and the Public Works Corporate Yard.

RFP No. 21-29 closed on June 9, 2021 and the City received four (4) responsive proposals. RFP No. 21-29 was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

DISCUSSION

An Evaluation Committee made up of Recreation and Community Services employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in RFP No. 21-29. A review of all proposals received has been completed.

The following four (4) proposers were ranked in accordance with the guidelines of RFP No. 21-29 and were evaluated based on the understanding of the scope of work, project approach, budget, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

1) Ion Security Systems, LLC
2) A-Tech Systems, Inc.
3) IVA Solutions
4) Security Signal Devices, Inc.

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is Ion Security Systems, LLC.

SUMMARY

On April 27, 2021, the City issued RFP No. 21-29 for Security and Fire Alarm Monitoring, Maintenance and Repair. The City Council will consider awarding a Professional Services Agreement (attached hereto in substantial form), to Ion Security Systems, LLC in the annual amount not-to-exceed Fifty Thousand Dollars ($50,000) and authorize the City Manager to execute an agreement on behalf of the City for an initial three year term.

ATTACHMENTS:

A. Attachment A – Professional Services Agreement No. 3892 in Substantial Form
B. Attachment B – Proof of Publication
C. Attachment C – RFP No. 21-29

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3892 WITH ION SECURITY SYSTEMS, LLC

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 ION SECURITY SYSTEMS, LLC, DBA LM SYSTEMS (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Security and Fire Alarm Monitoring, Maintenance and Repair services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Security and Fire Alarm Monitoring, Maintenance and Repair in the City of Montebello (April 27, 2021) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Security and Fire Alarm Monitoring, Maintenance and Repair services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire three (3) years from the Effective Date, unless terminated

earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have

been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to 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 be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

b. Notwithstanding any other agency, state or federal policy, rule,

regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

- **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 CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The

CONSULTANT hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may

be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by

independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Recreation and Community Services
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:
Ion Security Systems, LLC
Attn: Michael Oliande Jr.
PO Box 4072
Diamond Bar, CA 91765
(626) 347-0390
mike@iosecure.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**ION SECURITY SYSTEMS, LLC**
René Bobadilla, City Manager	Michael A. Oliande Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation

Exhibit “A”

Request for Proposals for Services and Contractor’s Proposal

Exhibit “B”

Schedule of Compensation

CALIFORNIA NEWSPAPER SERVICE BUREAU

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CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description
NOTICE INVITING PROPOSALS

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

05/06/2021

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$625.00
Total	$625.00

EWA# 3467415

NOTICE INVITING PROPOSALS
FOR SECURITY AND FIRE ALARM
MONITORING, MAINTENANCE AND REPAIR
RFP NO. 21-29

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as "City," invites sealed Proposals for the above stated project and will receive such Proposals via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 3:00 p.m. on Thursday, May 27, 2021.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **non-mandatory pre-proposal meeting** will be held at AcuÑa Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, May 12, 2021**. A brief tour of some of the job sites will be available to interested parties.

Where applicable, work done pursuant to this notice may incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 et seq., certain portions of the work done under the proposed Project may be deemed "public wor .". The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. Contractors shall provide their DIR Contractor Registration Number.

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

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(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 awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of proposals, shall be covered in the proposals, and shall be made part of the final contract.

The solicitation of Proposals has been developed in the Request for Proposal (RFP) format. Accordingly, bidders should take note that multiple factors as defined in the RFP will be considered by the City to determine which Proposal best meets the requirements set forth in the RFP documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

The City reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to Laurie Aguilar, Management Analyst at laguilar@cityofmontebello.com.

THE DATE OF SOLICITATION: Tuesday, April 27, 2021
PRE-PROPOSAL MEETING: Wednesday, May 12, 2021, :00 a.m. – Acun a Park, 1700 W Victoria Ave., Montebello, CA 90640
SUBMITTAL DUE DATE: Thursday, May 27, 2021 @ 3:00 p.m.
5/6/21
EWA-3467415#
MONTEBELLO NEWS

ATTACHMENT C

CITY OF MONTEBELLO

Request for Proposals

RFP No. 21-29

SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR

Release Date: Tuesday, April 27, 2021
Due Date: Thursday, May 27, 2021
Anticipated Award Date: June 9, 2021

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

April 27, 2021

THE PROJECT:

Project Name:	Security and Fire Alarm Monitoring, Maintenance and Repair
Location:	Various

THE OWNER:

Name:	City of Montebello
Address:	1600 W. Beverly Blvd., Montebello, CA 90640
Contact:	David Sosnowski, Director of Recreation & Community Services
Contact Phone:	(323) 887-4540
Contact E-Mail:	dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted via e-mail to the following contact:

Name:	Laurie Aguilar, Management Analyst
Address:	1600 W. Beverly Blvd., Montebello, CA 90640
Contact:	Laurie Aguilar, Management Analyst
Contact Phone:	(323) 887-1200 Ext. 374
Contact E-Mail:	laguilar@cityofmontebello.com

FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR

RFP No. 21-29

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NOTICE INVITING PROPOSALS
FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR

RFP NO. 21-29

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Where applicable, work done pursuant to this notice may incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 *et seq.*, certain portions of the work done under the proposed Project may be deemed "public work.". The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

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PRE-PROPOSAL MEETING:	Wednesday, May 12, 2021, 11:00 a.m. – Acuña Park, 1700 W Victoria Ave., Montebello, CA 90640
SUBMITTAL DUE DATE:	Thursday, May 27, 2021 @ 3:00 p.m.

GENERAL INFORMATION

PRE-PROPOSAL MEETING

A **non-mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, May 12, 2021**. An optional walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance for the meeting is mandatory for the proposal submittal purposes, but the walkthrough will provide bidders an opportunity to ask questions and visit project sites (the walkthrough or tour of sites is not mandatory). All questions or clarifications shall be submitted via email to Laurie Aguilar at Laguilar@cityofmontebello.com or via the planet bids vendor portal no later than 5:00 p.m. on Monday, May 17, 2021. The City will respond to all written questions by issuing a written addenda, if needed, no later than 5:00 p.m. on Tuesday, May 24, 2021.

PROPOSAL SUBMITTAL

As authorized by the Montebello Municipal Code Section 3.21.020 ("Experience and Qualifications of Professional/Special Services"), once the City has determined a bidder has an adequate level of competence, other factors including, but not limited to the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors will be evaluated. Price will not be the sole factor determining to whom a contract shall be awarded. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs.

EVALUATION OF PROPOSALS

The Evaluation of proposals will be based on the criteria specified in the scoring criteria section of this RFP. It will be recommended that a contract be negotiated with the proposer judged to be the most outstanding in meeting the overall objectives of the RFP while providing the best value to the City.

SCORING CRITERIA

Evaluation of the proposals will be based on scoring of the criteria below:

a. Firm qualifications and past performance – experience in performing work of a similar nature with public agencies - 30%

b. Staff qualification of key personnel – qualifications and commitment of key personnel – 20%

c. Technical approach/work plan – Depth of understanding and responsiveness to project objective and scope of work – 30%

d. Price proposal – 20%

EVALUATION COMMITTEE

The City reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals in accordance with the scoring criteria. Additional sub-criteria beyond those listed may be considered by the Evaluation Committee in applying the major criteria to the proposals.

The City reserves the right to reject any proposal as "non-responsive" for failure to comply with any of the requirements outlined in this RFP.

LICENSE REQUIREMENT

Contractor shall possess a current/valid State of California Contractor's license. All work shall be performed consistent with licensing requirements. As applicable, the Contractor shall perform all work pursuant to the most current industry standards, adopted applicable codes and all municipal ordinances. In some instances, the Contractor may be required to comply with applicable standards per the Standard Specifications for Public Works Construction (Green Book).

This project requires California Department of Industrial Relations registration for at least part of the scope of work and the vendor must provide a copy of their DIR number/registration with their bid packet.

PREVAILING WAGES RATES

It shall be mandatory upon the Contractor to whom the agreement is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the execution of the agreement. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the- actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors.

SCOPE OF WORK

The City is seeking contract pricing for security and fire alarm monitoring, maintenance, and repair in accordance with the most recent standards set forth by the National Fire Protection City (NFPA 72) and the City of Montebello Fire Department Fire Prevention Standards. All locations are within the City unless otherwise indicated.

All security and fire alarm systems and associated components will be available for inspection Monday – Thursday, 8:00 a.m. – 5:00 p.m., some exceptions may apply. All inspections and repairs will be scheduled through the Building Maintenance Division of the Recreation and Community Services Department of the City.

It is recognized that any one potential contractor may not service all types of equipment listed in the bid sheet. The City may, therefore, also elect to award a contract to one or more vendors.

Proposer shall prepare and enclose a separate written attachment to their proposal based on the information provided in the proposal sheet which notes the building names and the current needs at each facility – note there are 16 current Fire Alarm systems and 14 needed Security Alarms. The proposal shall include full, itemized descriptions of all the services and routine maintenance to be performed and included in the monthly fee in their proposal.

Contractor must also complete all proposal sheets and enter one (1) unit price for monitoring and maintaining the equipment in each building. Contractor must also list the hourly rate for any "as needed" repair work for the alarm systems. For buildings with current fire alarm systems and needed security alarm systems, provide a single quote to monitor and maintain both systems.

The work to be performed in general is located at City owned facilities throughout the City. Some support more than one building or structure. This contract will include the following:

1. Proposal to include 24-hour UL listed Central Station Monitoring of 11 Fire/Life Safety Systems AND annual UL certification fees.

2. Proposal to include security alarm systems and monitoring for 17 City owned buildings.

3. Proposal to include dialer testing and alarm license fees as may be required by the City, and/or by state or federal laws.

4. Proposal to include all ongoing routine maintenance, inspection and certification costs.

5. Proposal shall include any other normal routine maintenance considered for the fire and intrusion alarm panels as noted by the industry.

6. Proposal shall include the cost for lease of security alarm equipment at each facility, billed on a monthly basis.

Your proposal should **not** include fire sprinkler testing or any quarterly, semi-annual, or annual inspections etc. of the fire sprinkler system. Those services will be part of a separate bid.

Contractor shall maintain the entire fire alarm and intrusion alarm systems as described using only skilled, trained personnel, supervised and directly employed by the contractor.

Contractor shall make any adjustments, repairs, and/or replacements, which may be advisable before the next regular examination upon approval by the Director of Recreation and Community Services or designee.

Bidder to provide a separate base hourly rate charge on the attached price sheet for as needed repairs of equipment such as the replacement of alarm panel components, dialers, sensors, smoke duct detectors, door contacts, window contacts, all associated wiring for the panel and other related equipment and components for existing fire alarm systems. Security systems will be provided by the contractor to the City on a leased basis and all components shall be warrantied and guarantied with any and all repairs and/or maintenance items be covered in the bidder's monthly lease/monitoring costs for security systems.

All service calls will be addressed within four (4) hours of the call on the same day at the normal hourly rate.

At least a portion of this project may trigger prevailing wage requirements. For example, all repair work will be paid prevailing wages. For more information visit the Department of Industrial Relations website at www.dir.ca.gov.

Contractor shall inform owner of changes in government codes that apply to fire and intrusion alarm systems and any deficiencies in existing equipment caused by such changes. Contractor shall be required to make repairs, adjustments, modifications, or to install new equipment in order to meet changes in government codes.

Maintenance shall be performed routinely as would be normal for the industry and included in the proposal. Please include how often maintenance can be expected in your proposal per building.

Repairs shall be performed as requested by the Director of Recreation and Community Services or designee and as prescribed by the proper regulatory agency.

Contractor shall maintain the alarm panel room in a neat orderly manner. Contractor shall remove all debris generated by the contractor from the premises upon leaving the premises.

TERM OF CONTRACT

This contract shall be for a period of three (3) years beginning, July 1, 2021, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Recreation & Community Services for contract extension. The total term of the contract shall not exceed five (5) years. The City reserves the right to award the contract in a term that best serves its needs. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP.

ADDITIONS/DELETIONS

The City reserves the right to add or delete buildings/facilities at any time during the life of the contract or resulting extensions, with ten (10) days' written notice to the contractor. Additions shall be added at the contract rate per square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the contractor. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

GENERAL SPECIFICATIONS/WORK REQUIREMENTS

INSPECTOR

For purposes of the contemplated project, the Recreation & Community Services Director or authorized designee(s) will be the designated "Inspector." This person(s) will be in charge of inspection and administration of this contract.

MATERIALS (as applicable)

1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.

1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a schedule of services as well as a full and complete list of materials and supplies as specified or to be provided.

1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.

EXECUTION OF CONTRACT

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to provide services according to the established schedule or level of care. Therefore, it is hereby established that two hundred fifty dollars ($250.00) or the accepted bid amount (whichever amount is greater) for the specific area of negligence will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The City will inform the Contractor in writing of the intent to withhold payment for work not performed at the predetermined and agreed upon schedule.

PERFORMANCE STANDARDS

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

INSURANCE/BONDING

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the

Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided. An Annual renewal bond will be accepted.

LABOR REQUIREMENTS

a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.

b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a $50.00 charge will be issued for each person not in uniform.

d. **SUPERVISION:** Contractor shall provide a supervisor who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor shall be able to communicate effectively both in writing and orally.

e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

   Supervisors shall have been trained in supervision.

f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.

g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

RECORDS

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager, Inspector or designee access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

EQUIPMENT TOOLS AND SUPPLIES

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made**.

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

SUBCONTRACTS

Contractor shall be responsible for all work performed under this contract and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the City Manager or designee and shall only be valid in made in writing and executed by authorized representatives of both City and awarded Contractor

PAYMENTS

The contract annual total amounts for services shall include full compensation for providing all labor, material, equipment and incidentals required for the services as specified in these specifications and no additional compensation will be allowed.

INVOICES

The Contractor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640 and/or via email at AP@cityofmontebello.com. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

WORK REQUIREMENTS

a. Work will be performed between the hours specified in the description/scope of services. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services or authorized representative prior to commencing any work in all cases.

b. Contractor shall maintain an adequate crew of employees to perform the service required.

c. Contractor *may* be required to supply a list of equipment owned and available for work.

d. Unit prices quoted shall include all required safety equipment owned and available for work.

e. Unit prices for all as-needed additional work shall be for actual time spent on the job site. **No travel time, fuel or supply/materials, surcharges, etc. (unless preapproved) will be paid.**

f. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.

g. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.

h. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.

i. Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and department towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.

j. Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.

k. Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right

of way or any other City property without written authorization from the Director or authorized representative.

l. The Contactor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.

m. Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the event to injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.

n. The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.

o. Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.

QUALITY OF WORK

All work shall be performed in accordance with the best maintenance, safety practices and standards of cleanliness. The City shall inspect the work performed by the Contractor and approve or reject the work and materials used. Failure on the part of the Contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform and/or cancellation of contract.

DISCLOSURE OF INFORMATION

a. The Contractor agrees that it will not during or after the term of the Contract disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the

prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of services.

b. The Contractor shall not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

c. In accordance with the California Public Records Act, proposals submitted in response to this RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview (if applicable), shall be made available upon a public records request only after: (1) the evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed in the City Council meeting agenda.

NEEDED REPAIRS

The Contractor shall promptly notify the Inspector or designee, in written format acceptable to the Inspector, of needed repairs and/or damage to fixtures, buildings and appurtenances observed during the performance of services. Any item of critical, priority, or emergency nature will be verbally reported immediately upon discovery, with written notification to follow prior to the end of the work shift.

CONTRACT DOCUMENTS

A. PROJECT BID SHEETS

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) years of life of the contract, and no adjustments will be requested by the contractor.
The bid shall consist of two separate components:

1.1 **Monthly/Quarterly Security and Fire Alarm Monitoring, Maintenance and Repair**, which is described in this RFP, will be bid at an annual total amount, from January 1st to December 31st.

1.2 **As-needed Services**. Special Services, As-Needed Repairs or additional services, will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. These services will not be part of the annual contract, but will be scheduled as needed as additional services.

CITY OF MONTEBELLO
SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR

RFP PROPOSAL SHEET

I, undersigned, have read and understand the attached specifications for Security and Fire Alarm Monitoring, Maintenance and Repair. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of this RFP.

City Facility	Current Fire Alarm	Needs Security System	Monthly Cost	Annual Cost
City Hall	X	X	$	$
Acuña Park Office	X	X	$	$
City Park Cabin		X	$	$
Cathy Hensel Youth Center	X	X	$	$
Aquatics Facilities		X	$	$
Senior Center North Wing	X	X	$	$
Senior Center South Wing	(same system as above)	X	$	$
Bicknell Scout House		X	$	$
Grant Rea Park Rec Building		X	$	$
Grant Rea Park Community Center Building		X	$	$
Holifield Park Community Room	X	X	$	$
Protrero Heights Rec Building		X	$	$
Reggie Rodriguez Park Community Room	X	X	$	$
Sanchez Adobe Museum		X	$	$
Transit Department	X	X	$	$
Police Department	X		$	$
Public Works Corporate Yard	X	X	$	$
Fire Station 56	X		$	$
Golf Cart Room/Pro Shop	X	X	$	$

Combined Total: $_____/month $_____/year

CITY OF MONTEBELLO
SECURITY AND FIRE ALARM MONITORING, MAINTENANCE AND REPAIR
RFP
As-needed Services

Service Type	Fixed Hourly Rate
Repair Work To City Owned Fire System	/hr
Installation Rate for new Equipment	/hr
Material Markup	%

Fuel, travel or any other miscellaneous costs will not be reimbursed. Materials Markup is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

For this quotation to be valid, this sheet must be signed.

_____ _____
Company Name Representative's Name

_____ _____
Signature Date

VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three (3) or more clients for whom you have been providing security/fire alarm services. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City, to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular functions/uses.

Contract administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

Emergency information: List names and telephone number s of persons that the City may need to contact in case of an emergency after hours, on weekends or holidays.

Employees: How many employees do you have to operate the emergency call center?

Employment practices: Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury/illness prevention programs.

Affiliations and accreditations: What are some of your firm's professional affiliations and accreditations?

Business License: Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractors.)

Certificate of Insurance: The Contractor must have insurance meeting the minimum insurance requirements set forth herein. Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. A certificate of insurance must be furnished to the City within fourteen (14)

days after notification of award.

Performance Bond: The successful contractor will be required to furnish a performance bond equal to 100% of the amount bid for the first year. Include a copy of bond endorsement affecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

Fidelity Bond: The Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required ($10,000 per occurrence) if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

Criminal Background Check: The Contractor selected will be required to provide the name of all personnel who will be assigned to do the repair and/or maintenance work, for the purpose of obtaining a criminal background check from the City of Montebello Police Department. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

Clarification, Exception or Deviation: Each bidder may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there is no clarification, exception or deviation indicated, it will be considered that none exists.

APPENDIX A

Security System Details

City of Montebello is seeking to install security systems at various City facilities. The City is seeking a Napco Starlink wireless security system or equal alternative with remote capabilities, keypads, motion sensors, window sensors and door entry sensors. The chart below details the equipment needed at each location.

City Facility	Panels	Door Entry Sensors	Motion Sensors	Glass Sensors
City Hall	2	6	6	4
Acuña Park Office	1	5	4	0
City Park Cabin	1	1	1	0
Cathy Hensel Youth Center	2	10	4	2
Aquatics Facilities	1	4	6	0
Senior Center North Wing	2	6	4	0
Senior Center South Wing	1	6	4	0
Bicknell Scout House	1	2	1	0
Grant Rea Park Rec Building	1	2	1	0
Grant Rea Park Community Center Building	1	1	1	0
Holifield Park Community Room	1	3	4	2
Potrero Heights Rec Building	1	2	2	0
Reggie Rodriguez Park Community Room	1	5	6	0
Sanchez Adobe Museum	1	7	2	0
Transit Department	2	14	14	4
Public Works Corporate Yard	1	3	2	2
Golf Cart Room/Pro Shop	2	3	2	0

APPENDIX B

Current Fire Alarm Panel Information

City Facility	Product	Manufacturer	Model #
City Hall	Silent Night	Honeywell	SK-5208
Acuña Park Office	Silent Night	Honeywell	5808
Cathy Hensel Youth Center	Notifier	Pittway Corporation	AFP-200
Senior Center	Notifier	Pittway Corporation	AFP-200
Holifield Park Community Room	Silent Knight	Honeywell	5700
Reggie Rodriguez Park Community Room	Silent Night	Honeywell	SK-5208
Transit Department	Fire-Lite	Honeywell	MS-10UD
Police Department	Notifier	Pittway Corporation	--------
Fire Station 56	----------	FCI	FC-72
Public Works Corporate Yard	Silent Knight	Honeywell	--------
Golf Cart Room/Pro Shop	Not available	Not available	Not available

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO

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

THIS AGREEMENT ("Agreement") is made and entered into on _____ , 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and ___ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Security and Fire Alarm Monitoring, Maintenance and Repair at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Security and Fire Alarm Monitoring, Maintenance and Repair (RFP No. ____) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the security and fire alarm services as set forth fully in RF No. ____ and Contractor's proposal dated _____, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by

the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other City, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or

agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full

force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate

the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural,

the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

David Sosnowski
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONTRACTOR**
_____	_____
René Bobadilla, P.E.	Name
City Manager	Title of Representative
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman
City Attorney

ITEM # 19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Award Professional Services Agreement No. 3890 for Golf Course Management with S&S LaBarge Golf, Inc**

DATE: June 23, 2021

RECOMMENDATION

It is recommended that the City Council:

1) Award Agreement No. 3890 with S&S LaBarge Golf, Inc (S&S LaBarge) with an initial three-year term in an annual not-to-exceed amount of Three Hundred Sixty Thousand Dollars ($360,000) to provide Golf Course Management and Golf Course Professional Services at the Montebello Golf Course; and

2) Authorize the Director of Recreation and Community Services to serve as the City Designee to have authority to act for and exercise any of the rights of the City including, but not limited to, vendor payment requests and reimbursements which may be necessary for the operation of the Golf Course; and

3) Authorize the City Manager to execute the Agreement on behalf of the City; and

4) Take such additional related action that may be desirable.

FISCAL IMPACT

The total not-to-exceed annual cost for Golf Course Management and Golf Course Professional Services under the proposed agreement is Three Hundred Sixty Thousand Dollars ($360,000). The proposed contract is for a three-year term, and includes the ability to terminate at convenience with a 60 day notice.

The awarded contract will be managed by the Recreation and Community Services Department. All expenses incurred by utilizing S&S Labarge for Golf Course

management are recorded in the Golf Course Enterprise Fund (Fund 610). Appropriate funding is included in the Fiscal Year 2021-22 proposed budget (Account No. 610-99-6040.95).

BACKGROUND

On February 26, 2020, the City Council awarded a contract to S&S LaBarge for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course. The contract was for an initial length of four (4) months, with the option to extend for two (2) additional six-month (6-month) terms.

On August 12, 2020, the City Council approved the First Amendment to Agreement No. 3756 with S&S LaBarge which exercised the first option for a contract extension and increased the not-to-exceed contract amount to One Hundred Twenty Thousand ($120,000).

On November 18, 2020, the City Council approved the Second Amendment to Agreement No. 3756 with S&S LaBarge which exercised the second option for a contract extension through June 30, 2021. The Second Amendment also increased the not-to-exceed amount for the contract by One Hundred Sixty-Five Thousand Dollars ($165,000) for the six-month (6-month) term of January 2021 through June 2021. This amount was recommended based off of the most current invoices for services at the time. Staff also forecasted this number by including projected costs for the contractor adding additional staffing and supplies at the driving range and cart room as the City began to transfer Golf funded staff members to Parks and Streets Maintenance Divisions.

On May 12, 2021, the City Council approved Amendment No. 3 to Agreement No. 3756 which increased the not-to-exceed amount for the contract by Thirty Thousand Dollars ($30,000) for the remainder of the contract term through June 30, 2021. The need for additional funding was due to the contractor replacing equipment at the driving range including mats, ball washers, markers, golf balls, and various other items.

ANALYSIS

S&S LaBarge demonstrates the desired technical ability and abundance of Golf Course management knowledge and experience for the specialized needs of the Montebello Golf Course operations. In order to continue high quality and professional golf services at the Montebello Golf Course, staff is recommending entering into a new agreement for Golf Course operation and management services with S&S Labarge to ensure that the day-to-day operations of the Golf Course continue uninterrupted. The current contract expires on June 30, 2021.

Features of the proposed agreement include:

1. A set monthly management fee of $5,000 for Golf Professional management services.
2. An outlined list of reimbursable expenses to be paid to the Contractor by the City, with approval in writing required for all reimbursements.
3. A requirement for a PGA Golf Professional to be available at specified hours at the Golf Course.
4. An initial three (3) year term with the option for the City to terminate the agreement for convenience with a sixty (60) day notice.
5. A requirement for a contractor to provide Course Marshalls, Cart Room Management and Staffing, Starter and Tee Sheet management services along with other duties specified in the proposed agreement.
6. The City will retain all Golf Course revenues.

This agreement will allow for continued operations of the Golf Course under professional management while work continues on completion of the Top Golf project. The three-year term with the 60 day termination notice provides adequate flexibility as the Top Golf project continues through the funding and construction phases.

SUMMARY

The City Council will consider approving an Agreement (attached hereto in substantial form) with S&S LaBarge Golf, Inc ("S&S LaBarge) with a three-year term for an amount not-to-exceed Three Hundred Sixty Thousand Dollars ($360,000) annually to provide Golf Course Management and Golf Course Professional Services at the Montebello Golf Course, authorize the Director of Recreation and Community Services to serve as the City Designee to have authority to act for and exercise any of the rights of the City including but not limited to vendor payment requests and reimbursements which may be necessary for the operation of the Golf Course and authorize the City Manager to execute the Agreement on behalf of the City, and take such additional related action that may be desirable.

ATTACHMENTS

A. Attachment A – Professional Services Agreement No. 3890 in Substantial Form

ATTACHMENT A

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

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;

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.

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.

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;

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

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 be 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

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

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 fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 11 of this Agreement

SECTION 18. <u>SUBCONTRACT, ASSIGNMENT OR DELEGATION.</u>

The CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any

obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 19. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 20. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 22. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 23. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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

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]

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**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:_____

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approval to Purchase City Council Chamber Seating through the Sourcewell Competitive Government Bidding Process**

DATE: June 23, 2021

RECOMMENDATION

It is recommended that the City Council:

1) Approve the purchase of upgraded City Council Chamber audience seating from Herk Edwards, Inc. in an amount not-to-exceed Fifty-Seven Thousand, Five Hundred Sixty-Six Dollars ($57,566); and

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

3) Utilize the Sourcewell competitive bidding process; and

4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total not-to-exceed cost for City Council Chamber replacement seating is Fifty-Seven Thousand, Five Hundred Sixty-Six Dollars ($57,566). The cost includes the purchase, delivery and installation of 164 Hussey floor-mounted, upholstered seats to replace the current seats utilized by the public/audience in the City Council Chambers. The Fiscal Year 2019-20 Capital Improvement Program (CIP) Budget appropriated former Redevelopment Agency (RDA) excess Bond proceeds to fund improvements at City Hall. Per the originating bond documents, City Hall is in the former RDA project area, allowing for expenditure of the excess bond proceeds on needed improvements throughout the building. The proposed purchase does not require an additional appropriation of funds.

BACKGROUND

On August 28, 2019, the City Council of the City of Montebello ("City") approved the Fiscal Year 2019-20 CIP Budget which authorized the expenditure of former RDA Bond proceeds for building and technology improvements. As part of that CIP Project budget, a total of $2,785,182 was appropriated for building and technology improvements within the former RDA project areas, which include City Hall, the Police Department Building, Henry Acuna Park and Fire Station 55.

Staff has programmed the aforementioned excess Bond proceeds to make needed building repairs and improvements in various City departments. Projects and improvements that have been completed or that are currently in progress include full roof replacement at City Hall, Heating, Ventilation and Air Conditioning (HVAC) ducting upgrades/replacement in renovated office spaces, East Conference Room renovation and technology upgrades, the addition of City Council office space, reconfiguration of the Community Development and Human Resources Departments, Police Department improvements, Fire Station 55 improvements, interior painting, carpet replacement and the relocation of the Recreation and Community Services Department, Administration Department, IT Division, and the Fire Department Administration Division.

Improvements include upgrades to the City Council Chambers. The seating in the City Council Chambers utilized for the public/audience is in need of replacement. Maintenance and repair of current seating is difficult due to the age, approximately forty years, of the product parts and replacement parts being obsolete and no longer available for purchase. The new proposed seating will feature 164 modern, floor-mounted, upholstered chairs with self-rising mechanisms. The seating improvements will include American with Disabilities Act (ADA) compliant seating and accessibility.

The purchase of seating will utilize the Sourcewell competitive bidding process. Sourcewell is a municipal contracting agency that operates as a public entity comprised of more than 50,000 member agencies throughout the United States. Sourcewell utilizes cooperative purchasing to develop competitive solicitations that meet or exceed local requirements and holds hundreds of competitively solicited cooperative contracts ready for use by public entities. Cooperative contract purchasing opportunities save participating agencies time and money in procuring needed equipment and technology. The City is eligible for Sourcewell membership as a government agency. There is no fee for the City to participate.

SUMMARY

The City Council will consider approving the purchase of upgraded and ADA compliant City Council Chamber audience seating from Herk Edwards, Inc., authorize the City Manager to execute a Purchase Order on behalf of the City, and authorize the use of Sourcewell for the competitive bidding process.

ATTACHMENT

A. Attachment A – Quote

Herk Edwards, Inc.
Seating & Equipment Specialists

ATTACHMENT A

Serving California since 1964

PRICE QUOTATION

June 15,2021

James Coiner
Deputy Director
Recreation and Community Services
1700 West Victoria Avenue Montebello, CA 90640
p: 323-887-1200 ext. 378
c: 909-736-8889
w: www.cityofmontebello.com
e: jcoiner@cityofmontebello.com

RE: City Council Chambers Seating.

James,

I am pleased to submit this quotation for your consideration:

Fixed Auditorium Seats – by Hussey Seating
Includes:

164 ea. Hussey QUATTRO Classic Series Model #S3.H.3P with floor-mount tubular steel stanchions, Soft-Square 36" high contoured upholstered back with 2" ergonomic foam and polymer rear panel, upholstered self-lift seat with ergo-contoured substrate, 3" dual-density foam, polymer bottom cover and dual silent seat-return springs, polymer arms, Upholstery fabric to be Grade G Hussey Standard Fabrics. Polymer and powder coat standard colors. See attached renderings and specification. Initial proposal drawing also attached.

*****Delivered and Installed to Montebello, CA , tax included** **$57,566.00**

Pricing is per Sourcewell Contract #091719-HSC Effective 12/3/2019 – 12/3/2023

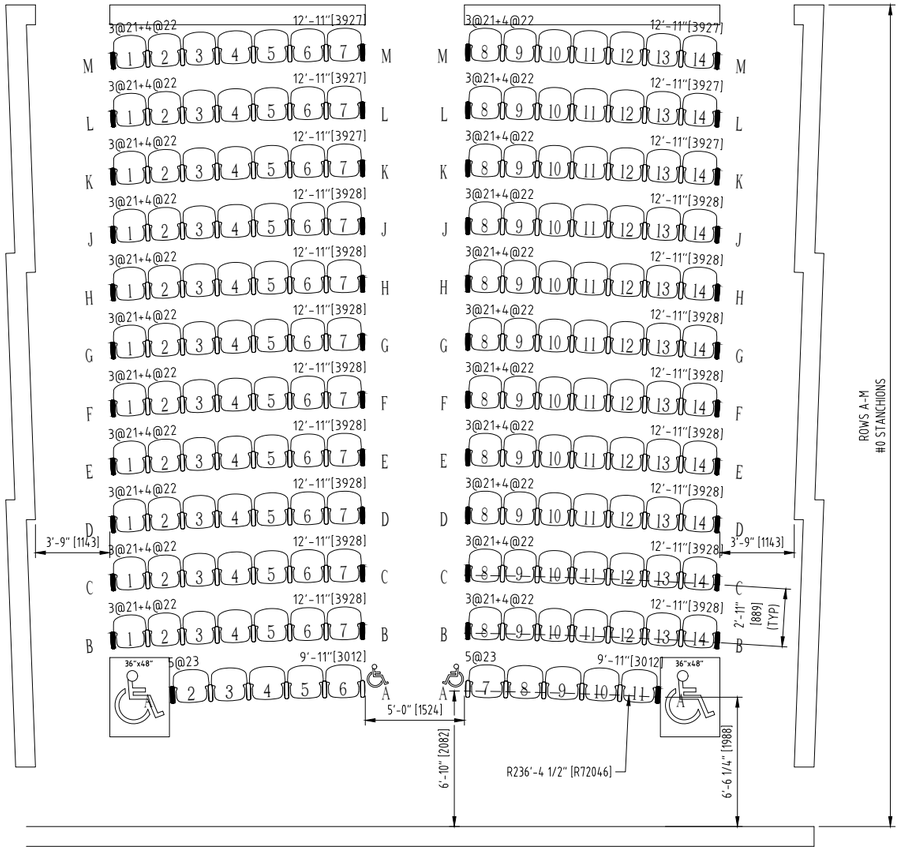
Clarifications/Exceptions/Exclusions:
Chairs to mounted to sloped concrete substrate suitable for standard wedge anchors. All Grade G fabric, powder coat and polymer to be selected from Hussey Seating Company's Standard range. Demo and disposal of existing by others.

Terms & Conditions:

1. Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions.
2. Prices quoted are valid for purchase until 7/15/21 for immediate release and shipment in accordance with production schedules current at time of release.
3. Canceled orders prior to fabrication are subject to a 15% cancellation charge.
4. Receiving and unloading of equipment is the responsibility of the customer unless installation is included.
5. Terms are Net 30.

Steve Saunders

Steve Saunders
HERK EDWARDS, INC.



SEATING LAYOUT

QUATTRO TRADITIONAL SERIES
MODEL NO. S3H3T

APPROVED BY: _____ DATE: _____

QUATTRO LEGEND

- = T/A READY ARM
- = T1 TABLET ARM
- = T2 TABLET ARM
- = ADA STANCHION
- = AISLE LIGHT
- = END PANELS
- = FRONT CUPHOLDER
- = REMOVABLE CHAIR
- = WHEELCHAIR SPACE

PLEASE NOTE

THIS IS A GENERAL LEGEND, SOME OF THE SYMBOLS SHOWN MAY NOT PERTAIN TO THIS JOB

NOTES:
1. FEDERAL ADA CODE REQUIRES:
A. ALL WHEELCHAIR SPACES TO HAVE ONE FIXED COMPANION CHAIR PER SPACE
B. ALL WHEELCHAIR SPACES TO BE LOCATED ON A LEVEL SURFACE
C. A MAXIMUM SLOPE OF 1" PER FOOT WITH A 5'-0" LEVEL AREA EVERY 30'-0" OF SLOPE OR A MAXIMUM SLOPE OF 3/4" PER FOOT OVER A TOTAL SLOPE LENGTH OF 40'-0".

2. PLEASE VERIFY THE FOLLOWING
A. SEATING LAYOUT & QUANTITY
B. QUANTITY OF ROWS
C. ADA ARM LOCATIONS
D. WHEELCHAIR LOCATIONS
E. ROW LETTER / SEAT NUMBER SEQUENCE
F. END PANEL LOCATIONS.

NOTE: DIMENSIONS ON THIS DRAWING ARE FOR SEATING LAYOUT PURPOSES ONLY

15° BACK PITCH SPACING INFORMATION

ROW SPACING = 2' - 11" [889]

CLEAR SPACE
SEAT UP = 1' - 4 1/2" [419]
SEAT DOWN = 0' - 8 1/2" [216]

SEATING SUMMARY

SIZE	QUANTITY
19"	0
20"	0
21"	66
22"	88
23"	10
24"	0
TOTAL:	164

WHEELCHAIR LOC. = 2
A.D.A. LOC. = 2

husseyseating™
YOUR PARTNER FOR SEATING SOLUTIONS
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

CITY OF MONTEBELLO
MONTEBELLO, CA

The layout shown is drawn per Hussey Seating Companys interpretation of :
IBC 2018
If the applicable code is different than the stated code please provide correct code information.

REV	DRAFT	DATE	DESCRIPTION
-		04/27/2021	ORIGINAL

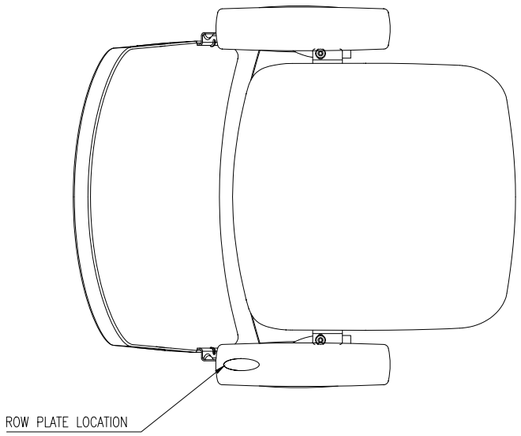
DEALER:
HERK EDWARDS, INC

DRAWN BY: DJF
CHECKED BY:

SHEET TITLE:
SEATING LAYOUT

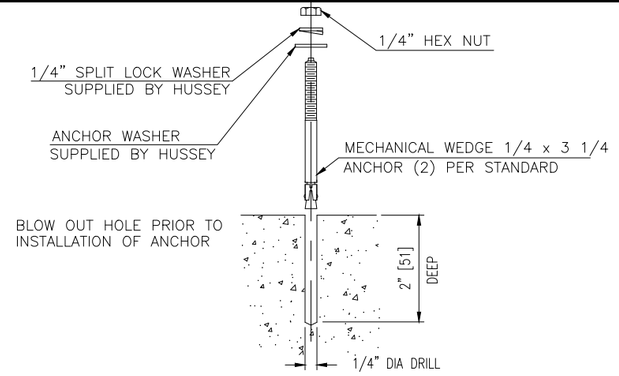
HUSSEY ORDER NO. Q496893
FILE NAME: Q496893

SHEET NO.: 1 of 3

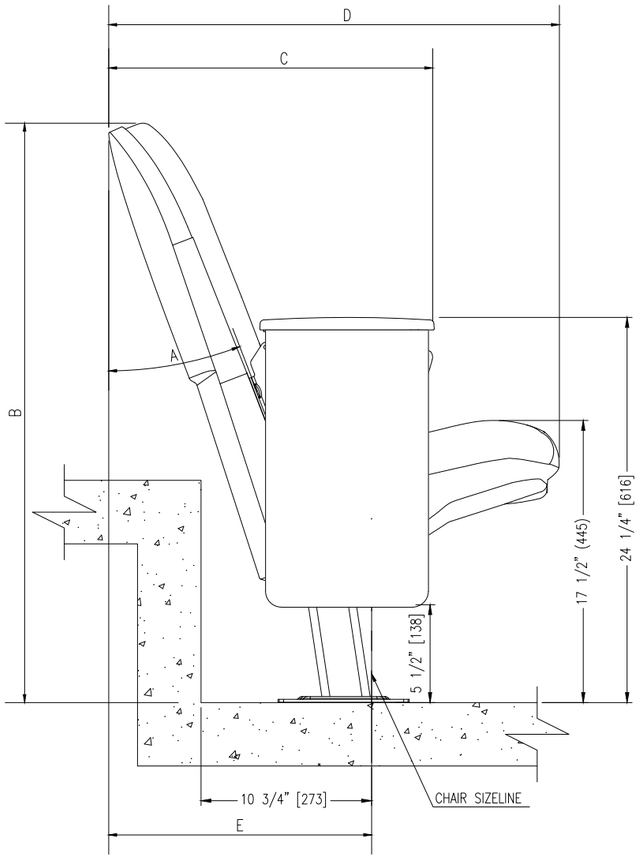


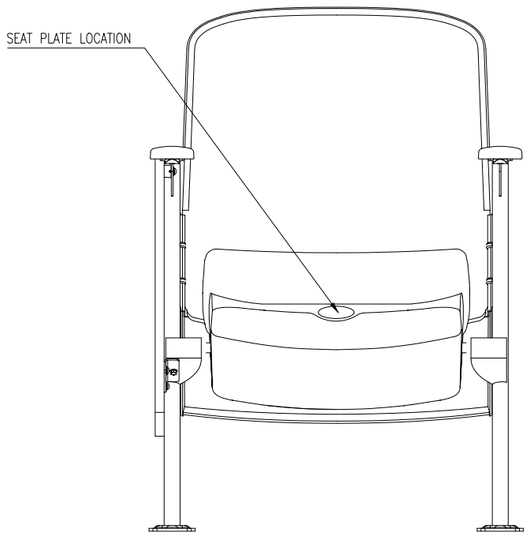
A = BACK PITCH
B = BACK HEIGHT
C = UNOCCUPIED
D = OCCUPIED
E = CHAIR SIZELINE TO BACK
F = FLOOR TO BOTTOM OF BACK
G = BACK OVERHANG

A	21°	18°	15°	12°
B	36" (914)	36 3/4" (933)	37 1/2" (953)	38" (965)
C	21" (533)	19 3/4" (502)	18 1/2" (470)	17 3/8" (441)
D	29" (737)	27 3/4" (705)	26 1/2" (673)	25 3/8" (645)
E	17 1/8" (435)	15 7/8" (403)	14 5/8" (371)	13 1/2" (343)
F	6 13/16" (173)	6 15/16" (176)	7 1/16" (179)	7 3/16" (183)
G	5 1/4" (133)	4 1/8" (105)	3" (76)	1 7/8" (48)



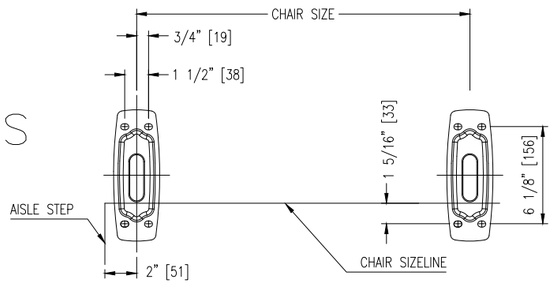
FLOOR MOUNT ANCHOR DETAIL





QUATTRO TRADITIONAL SERIES
MODEL NO. S3H3T

☐ FSC MIX



FLOOR MOUNT ANCHOR BOLT LOCATIONS

GENERAL NOTES:

1. ALL FLOORS, SLABS & RISERS CONSTRUCTED OF CONCRETE (PRECAST OR POURED) MUST MEET THE FOLLOWING CRITERIA
   A. FLOOR/SLAB MUST BE 4" (102) THICK MINIMUM, WITH THE TOP 2" (51) CLEAR OF ANY OBSTRUCTIONS (REBAR, MESH, ETC.)
   B. RISERS MUST BE 4 1/2" (114) THICK MINIMUM, WITH THE FIRST 3" (76) ALONG THE FACE CLEAR OF ANY OBSTRUCTIONS (REBAR, MESH, ETC.)
   C. ALL CONCRETE MUST HAVE A MINIMUM STRENGTH OF 3,000 PSI FOR NORMAL WEIGHT AGGREGATE, AND 5,000 PSI FOR LIGHTWEIGHT AGGREGATE IN ORDER TO OBTAIN PROPER ANCHOR ATTACHMENT.
2. ALL STEEL FLOOR / RISERS MUST BE 1/4" (6) MIN TO 3/8" (10) MAX THICK GRADE A36 STEEL
3. ALL FLOORS CONSTRUCTED OF WOOD MUST BE A SOLID 1 1/2" (36) THICK MIN.
4. ALL ROW LENGTHS INDICATED ON THE PLAN OF SEATING INCLUDE END SPACING AS STATED ON THIS DRAWING
5. T.B.D. = TO BE DETERMINED (PLEASE SUPPLY INFORMATION)
6. N/A = NOT APPLICABLE TO THIS JOB
7. ALL OFFSET PLATES AND SKID BASES ARE GREY
8. ALL SHIMS ARE BLACK
9. ALL HEIGHT DIMENSIONS SHOWN MAY VARY DEPENDING ON INSTALLED ANCHOR HEIGHT (RISER-MOUNT APPLICATIONS)

HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE ITS PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR ITS PERFORMANCE.

QUATTRO BACK DETAILS
■ SOFT SQUARE (S) ☐ ROUNDED (R)
OUTER PANEL:
■ POLYMER (3) ☐ VENEER (5)
☐ LAMINATE (4) ☐ UPHOLSTERED (6)
VENEER TYPE: N/A
BACK COLOR: T.B.D.
INNER PANEL:
■ WATERFALL (A) ☐ HORIZONTAL PLEAT (B)
☐ QUILTED 1 (C) ☐ QUILTED 2 (D)
☐ QUILTED 3 (E) ☐ QUILTED 4 (F)
FABRIC TYPE: T.B.D.
FABRIC COLOR: T.B.D.
☐ LOW BACK (L) ■ HIGH BACK (H)
☐ 2" CUT FOAM (S2) ■ 3" CUT FOAM (S3)
☐ CONTOURED FOAM (C)

QUATTRO SEAT DETAILS
■ STANDARD (3) ☐ FULLY ENVELOPED (4)
☐ STANDARD FOAM (S) ■ PLUSH FOAM (P)
☐ ULTRA FOAM (U)
■ WATERFALL (A)
☐ QUILTED 1 (C) ☐ QUILTED 2 (D)
☐ QUILTED 3 (E) ☐ QUILTED 4 (F)
FABRIC TYPE: T.B.D.
FABRIC COLOR: T.B.D.
PLASTIC COLOR: T.B.D.

QUATTRO STANDARD DETAILS
☐ CAST ALUMINUM (A) ☐ STEEL (S)
■ TRADITIONAL STEEL (T)
■ FLOOR MOUNT (F0-F4)
☐ HIGH RISE (HR) ☐ LOW RISE (LR)
STANDARD COLOR: T.B.D.

CUPHOLDERS
☐ REAR MNT CLAMP-ON CUPHOLDERS (NOT AVAILABLE ON DESIGNER BACKS)

ARMRESTS
■ PLASTIC (P) ☐ WOOD (W)
■ ADA EASY ACCESS ADA QTY: 2
WOOD TYPE: N/A
CAP COLOR: T.B.D.

ACCESSORIES
■ SEAT #'s ■ ROW LETTERS
■ LEXAN ☐ ALUMINUM ☐ ECO GLOW
☐ DONOR PLATES (WOOD ARMS ONLY)
TYPE: N/A PLATE QTY: N/A

AISLE LIGHTS 24V
QUANTITY: N/A

TABLET ARMS
☐ TR1 STANDARD T/A
RH T/A QTY: N/A LH T/A QTY: N/A
T/A COLOR: N/A

END PANELS
☐ SWEPT ☐ ROUND ☐ TAPERED
■ RECTANGULAR
■ PLASTIC LAMINATE ☐ WOOD VENEER
☐ UPHOLSTERED ☐ NONE
E/P QTY: 46
VENEER TYPE: N/A
E/P COLOR: T.B.D.

REMOVABLE BASES
1 CHAIR N/A
2 CHAIR N/A
3 CHAIR N/A
CAL-133 ☐

SPARES

ANCHORS
■ INDOOR ☐ OUTDOOR
■ CONCRETE ☐ WOOD ☐ STEEL ☐ OTHER
■ By HUSSEY ☐ By OTHERS

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NORTH BERWICK, ME. 03906
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CITY OF MONTEBELLO
MONTEBELLO, CA

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REV	DRAFT	DATE	DESCRIPTION
0		04/27/2021	ORIGINAL

DEALER: HERK EDWARDS, INC
DRAWN BY: DJF
CHECKED BY:
SHEET TITLE: QUATTRO TRADITIONAL SERIES MODEL NO. S3H3T
HUSSEY ORDER No.: Q496893
FILE NAME: Q496893-DT01
SHEET No.: 3 of 3

PROJECT NAME: City of Montebello
NAME: Steve Saunders
COMPANY: Herk Edwards, Inc.
EMAIL: ssaunders@herkedwards.com
PHONE:

Quattro

ACCESSORIES	
SEAT PLATES	Brushed Aluminum
LH ARM PLATES	Brushed Aluminum
INT ARM PLATES	Brushed Aluminum
RH ARM PLATES	Brushed Aluminum
LH DONOR PLATES	None
INT DONOR PLATES	None
RH DONOR PLATES	None
LH ADA	None
RH ADA	None
LH AISLE LIGHTS	Nonex
RH AISLE LIGHTS	Nonex

CONFIGURATION SELECTIONS	
COLLECTION	Classic
SERIES	Quattro
BACK	Soft Square Plastic
BACK TAILORING	Waterfall
BACK HEIGHT	High
SEAT TAILORING	Waterfall
SEAT FOAM	Plush
SEAT STYLE	Standard
LH SLOPE	Floor Mount
INT SLOPE	Floor slope 0
RH SLOPE	Floor slope 0
LH STEEL COMPONENTS	Traditional Steel
INT STEEL COMPONENTS	Traditional Steel
RH STEEL COMPONENTS	Traditional Steel
LH ARMREST	Plastic
INT ARMREST	Plastic
RH ARMREST	Plastic
LH STANCHION TABLET	None
INT STANCHION TABLET	None
RH STANCHION TABLET	None
LH END PANELS	Rectangle Lam.
RH END PANELS	Rectangle Lam.

Hussey Seating Company
38 Dyer Street Ext, North Berwick, Maine 03906 USA
Tel: +1.207.676.2271, Fax+1.207.676.0462
www.husseyseating.com

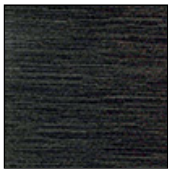
FABRICS AND FINISHES

FABRIC - BACK

GRADE:
MFG: CULP
LINE: WINSLOW
SELECTION: Jet

FABRIC - SEAT

GRADE:
MFG: CULP
LINE: WINSLOW
SELECTION: Jet



FABRIC - LEFT ARMREST

GRADE: None
MFG: None
LINE: None
SELECTION: None

None

FABRIC - INTERMEDIATE ARMREST

GRADE: None
MFG: None
LINE: None
SELECTION: None

None

FABRIC - RIGHT ARMREST

GRADE: None
MFG: None
LINE: None
SELECTION: None

None

FABRIC - LEFT END PANEL

GRADE: None
MFG: None
LINE: None
SELECTION: None

None

FABRIC - RIGHT END PANEL

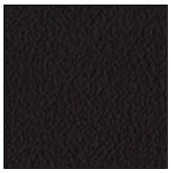
GRADE: None
MFG: None
LINE: None
SELECTION: None

None

POWDER COAT AND PAINT

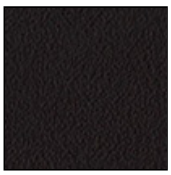
LH STANCHION

COLOR:
Graphite



LH STANCHION ACCENT

COLOR:
Graphite



RH STANCHION

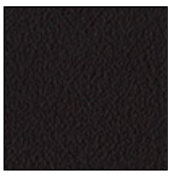
COLOR:
Graphite

RH STANCHION ACCENT

COLOR:
Graphite

INTERMEDIATE STANCHION

COLOR:
Graphite



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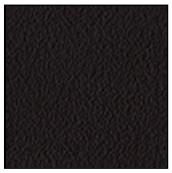
POLYMER

BACKS

COLOR:

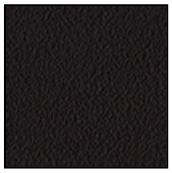
Graphite



SEAT

COLOR:

Graphite



LH STANCHION FOOT CAP

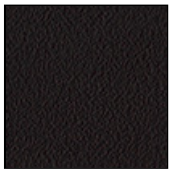
COLOR:

None

LH STANCHION ARMREST

COLOR:

Graphite



RH STANCHION FOOT CAP

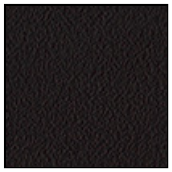
COLOR:

None

RH STANCHION ARMREST

COLOR:

Graphite



INTERMEDIATE STANCHION FOOT CAP

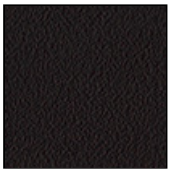
COLOR:

None

INTERMEDIATE STANCHION ARMREST

COLOR:

Graphite



VENEER

BACKS

SELECTION:

None

LH END PANELS

SELECTION:

None

RH END PANELS

SELECTION:

None

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LAMINATES

BACK

SELECTION:

None

None

LH STANCHION TABLET

SELECTION:

None

None

LH STANCHION END PANEL

SELECTION:

Fonthill Pear 10745-60

RH STANCHION TABLET

SELECTION:

None

None

RH STANCHION END PANEL

SELECTION:

Fonthill Pear 10745-60

INTERMEDIATE STANCHION TABLET

SELECTION:

None

None

WOOD

SEATS

SELECTION:

None

None

BACKS

SELECTION:

None

None

LH ARMREST WOOD

SELECTION:

None

None

RH ARMREST WOOD

SELECTION:

None

None

INTERMEDIATE ARMREST WOOD

SELECTION:

None

None

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SECTION 12610 - FIXED AUDIENCE SEATING

This section includes above fixed audience seating, as produced by Hussey Seating, which is located at:

38 Dyer Street Extension, North Berwick, Maine 03906

Toll Free (USA): 1.800.341.0401

Telephone: 207.676.2271

Fax: 207.676.2222

Email: info@husseyseating.com

Web: www.husseyseating.com

Specifier Notes: This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including MasterFormat, SectionFormat, and PageFormat, as described in The Project Resource Manual-CSI Manual of Practice, Fifth Edition.

This section must be carefully reviewed and edited by the Architect or Engineer to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete or hide all "Specifier Notes" after editing this section.

Section numbers are from MasterFormat 2014 Edition.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Fixed upholstered chairs with self-rising seat mechanisms, aisle and intermediate standards. Applications include the following:

Choose one or all to suit project.

1. **FLMT #0|**
   Special applications include the following **[Insert]**
2. **FLMT #0|**
   Special applications include the following **[Insert]**
3. **FLMT #0|**
   Special applications include the following **[Insert]**

B. Related Sections:

1. Division 16 Electrical sections for electrical wiring and connections for aisle lights.

C. Alternates: This section specifies alternates for audience seating products. Refer to Part 2 products for alternate products, and to Division 1 Alternates sections and other bid documents, if any, for alternate requirements.

D. Product Improvements: Hussey Seating Company strives to continuously improve its products and manufacturing methods. The company reserves the right to make changes without notice when, in the opinion of the company, such changes improve the product or its performance.

1.2 REFERENCES

A. Aluminum Association (AA):

1. AA - Aluminum Structures, Construction Manual Series.

B. Americans with Disability Act (ADA):

1. ADA - Standards for Accessible Design.

C. American Institute of Steel Construction (AISC):

1. AISC - Design of Hot Rolled Steel Structural Members.

D. American Iron & Steel Institute (AISI):

1. AISC - Design of Hot Rolled Steel Structural Members.

E. American National Standards Institute (ANSI).

F. American Society for Testing Materials (ASTM)

1. ASTM - Standard Specification for Properties of Materials.

G. American Welding society (AWS):

1. AWS D1.1 Structural Welding Code - Steel.
2. AWS D1.3 Structural Welding Code - Sheet Steel.

H. National Bureau of Standards/Products Standard (NBS/PS):

1. PS1 - Construction and Industrial Plywood.

I. National Forest Products Association (NFPA):

1. NFPA - National Design Specification for Wood Construction.

Select the following, as required.

J. British Standards Institute (BSI).

1.3 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

A. Structural Performance: Engineer, fabricate and install fixed audience seating to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each audience seat unit.

B. Manufacturer's System Design Criteria:

1. Seats and Backs:

   a. Shall embody a timeless sculptured appearance to harmonize with any architectural form or room decor.
   b. Shall exhibit moderate compound contours for supportive comfort avoiding excess anatomical pressures.
   c. Seat shall be semi-cantilevered, self-centering, automatic three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
   d. Seat shall be tested and professionally certified through an independent testing laboratory to support and withstand an evenly distributed **600 lb. [272 Kg]** static load without failure or irregularities that would impair usefulness.
   e. Self-lifting seat shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without failure of seat mechanism or measurable component wear.
   f. Seat shall be tested and professionally certified to withstand 10,000 impacts of a **40 lb. [18 Kg]** sandbag dropped on the center of the seat from each of the following heights: **[6 inches (152mm)], [8 inches (203mm)], [10 inches (254mm)], and [12 inches (305mm)]**. The rate of impacts shall be approximately 18 per minute with the total quantity of impacts equaling 40,000.
   g. Back shall withstand an evenly distributed front or rear static load of **450 lbs. [205 Kg]**.

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h. Back shall be tested and professionally certified to withstand, without failure, 40,000 swinging impacts each to the front and rear of the back by means of two opposing **40 lb. [18 Kg]** sandbags. The sandbags shall be moved horizontally and equally for 10,000 cycles each at the following distances of **6 inches [152mm], 8 inches [203mm], 10 inches [254mm], and 12 [305mm]** at a rate of 35 cycles per minute.

i. Back shall withstand, without failure, an evenly distributed Horizontal Traverse Static Load of **200 lbs.[90.70Kg]**. The load shall be applied to the top of the back at a 45-degree angle to the row of seats.

j. Armrests shall be tested and professionally certified to withstand, without failure, a **200 lb.[91 Kg]** static load applied both perpendicular to and vertically down on the arm.

2. Materials (Flammability) shall satisfy applicable test, codes, standards, or requirements as follows:

a. Copolymer polypropylene shall have a burn rate of **1 inch [25.4mm]** or less per ASTM 635.

b. Upholstery materials shall meet requirements as set forth in the state of California Bureau of Home Furnishings Technical Bulletin 117.

c. Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117.

d. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.

Select the following, as required.

e. Full Scale Fire Performance Characteristics of Finished Chair: Provide seating that complies with test method: California Technical Bulletin 133 or British Standard CRIB 5.

1.4 SUBMITTALS

A. Section Cross-Reference: Submit required submittals in accordance with "Conditions of the Contract" and Division.

1. General Requirements sections of this "Project Manual."

B. Project Data: Manufacturer's product data for each system. Include the following:

1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
2. Deviations: List of deviations from these project specifications.

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C. Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others.

D. Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes.

E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer.

F. Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.

G. Engineering Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.

H. Owner's Manuals: Provide Owner’s maintenance manual and demonstrate operating procedures.

I. Warranty: Manufacturers standard five-year warranty documents.

1.5 QUALITY ASSURANCE

A. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.

B. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:

1. Workers Compensation - including Employer's Liability with the following limits:

    a. $500,000.00 Each Accident
    b. $500,000.00 Disease - Policy Limit
    c. $500,000.00 Disease - Each Employee

2. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than $2,000,000.00

C. Manufacturer Qualifications: Manufacturer who has 10 years of experience manufacturing spectator seating equipment.

D. Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to types required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.

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E. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver fixed upholstered chair seating in manufacturers packaging clearly labeled with manufacturer name and content.

B. Handle seating equipment in a manner to prevent damage.

C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

1.7 PROJECT CONDITIONS

A. Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of work.

1.8 WARRANTY

A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.

1. Warranty Period: Five years from Date of Substantial Completion.
2. Beneficiary: Issue warranty in legal name of project Owner.
3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

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1.9 MAINTENANCE AND OPERATION

1. A. Instructions: An owner's manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.
2. B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:

1. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
2. Periodic annual inspections and required maintenance of each seating system shall be performed according to the owner's manual to assure safe conditions.

PART 2 - PRODUCTS

Manufacturer does not recommend the use of phrases "or equal"/"or approvad equal" because of differing interpretations between contracting parties. Consider utilizing "alternate" method of specifying products for listing alternate manufacturers and products (See article 2.2 herein.)

2.1 MANUFACTURERS

A. Manufacturer: Hussey Seating Company, U.S.A.

1. Address: 38 Dyer St Ext., North Berwick, Maine, 03906
2. Telephone: (207) 676-2271; Fax: (207) 676-9690
3. Email: info@hussyseating.com
4. Product: Hussey Quattro Chair System

Remove unused selections for the following sections based on manufacturer's literature and coordinate selections with drawings.

a. Chair Type/Model: **Classic**
b. Quattro Back Type: **Soft Square Plastic**
c. Back Foam: **3 inches (76mm)**
   Back Height: **High: 36 inches (914mm)**
d. Back Tailoring: **Waterfall**
e. Seat Type: **Standard**
f. Seat Widths: **imperial | [19 inches (483mm)] [20 inches (508mm)] [21 inches (533mm)] [22 inches (559mm)] [23 inches (584mm)] [24 inches (610mm)]**
   Seat Widths: metric [19.685 inches (500mm)] [20.67 inches (525mm)] [21.65 inches (550mm)] [22.64 inches (575mm)] [23.62 inches (600mm)]

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g. Seat Tailoring: **Waterfall**
h. Seat Foam: **Plush**
i. Extended Seat Width: **No**
j. Left Hand Armrest Type: **Plastic**
k. Right Hand Armrest Type: **Plastic**
l. Intermediate Armrest Type: **Plastic**
m. Left Hand Standards: **Traditional Steel**
n. Right Hand Standards: **Traditional Steel**
o. Intermediate Standards: **Traditional Steel**
p. Left Hand Chair Mount: **Floor Mount**
q. Right Hand Chair Mount: **Floor slope 0**
r. Intermediate Chair Mount: **Floor slope 0**
s. Left Hand End Panels: **Rectangle Lam.**
t. Right Hand End Panels: **Rectangle Lam.**

5. Product Description/Criteria:

a. Number of Chairs: **[Insert Number]**
b. Number of Rows:**[Insert Number]**
c. Number of Wheelchair Locations: **[Insert Number]**
d. Number of ADA Easy Access End Standards: **[Insert Number]**
e. Row Spacing: **[Insert Number]**
f. Rise: **[Insert Number]**
g. Back Fabric: **Grade: G, CULP, WINSLOW, Jet**
h. Seat Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**
i. Left Armrest Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**
j. Right Armrest Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**
k. Intermediate Armrest Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**
l. Left end Panel Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**
m. Right end Panel Fabric: **Grade: G, ABSECON_MILLS, DEL_MAR, Steel Grey**

Make your selections for product accessories. It is strongly encouraged that the information in section 2.6 Accessories is utilized in this decision.

6. Product Accessories:

a. Left Hand Row Letters: **Brushed Aluminum**
b. Right Hand Row Letters: **Brushed Aluminum**
c. Intermediate Row Letters: **Brushed Aluminum**
d. Chair numbers: **Brushed Aluminum**
e. Left Hand Donor Plates: **None**
f. Right Hand Donor Plates: **None**
g. Intermediate Donor Plates: **None**

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h. Left Hand Aisle Lights: **No aisle lighting**
i. Right Hand Aisle Lights: **No aisle lighting**
j. Left Hand ADA Solutions: **None**
k. Right Hand ADA Solutions: **None**
l. Power and Data: **None**
m. Worship Organizers: **None**
n. Cupholder Kits: **NA**

B. Other Acceptable Manufacturers:

1. **[Insert Other Manufacturer/Product]**

2.2 BID DOCUMENTS AND QUALIFICATIONS

Coordinate following article with related division 1 section for alternates, bid documents, and bid forms for bid type projects.

A. Base Bid: _____

1. Base Bid Product:
2. Base Bid Product Accessories:

B. Alternate No. __: In lieu of providing base bid product, provide the following:

1. Alternate Product:
2. Alternate Product Accessories:

C. Alternate No. __: In lieu of providing base bid product, provide the following:

1. Alternate Product:
2. Alternate Product Accessories:

2.3 MATERIALS

Following Article for generic/reference specification.

A. Cast Aluminum: AA - 380
B. Steel Tubing: ASTM A513
C. Steel Sheet/Coil: ASTM A607
D. Mechanical or Adhesive Concrete Anchors: SAE grade 2
E. Exposed Hardwood Lumber: Wood Species: Birch
F. Concealed Plywood: Engineered Wood Association PS1-95 2000: Poplar

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G. Exposed Plywood: Hardwood Plywood ANSI/HPVA-1 2000: Birch

H. Medium Density Fiberboard: ANSI A208-2-1986

I. Plastic Laminate: NEMA LD3.1-1985, GP 48

J. Polyurethane Foam Padding: ASTM D-3574

K. Fabric (Non Applicable to Quattro Extreme): 100% Marquesa Lana continuous filament Olefin in the following standard selections:

1. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 16 oz. [454grams] per linear yard including backing.
2. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 18 oz. [510grams] per linear yard including backing.
3. Fabric shall have 16 fill picks per inch, 19 warp ends per inch, weighing 12 oz. [340grams] per linear yard including backing.

L. Concrete Anchors: ASTM F 593, 300 Series Stainless Steel

M. Molded Plastic: Injection molded copolymer polypropylene or nylon 6/6.l

2.4 DESIGN AND CONCEPT

A. Auditorium chairs shall be designed to exhibit a modern appearance that will enhance any auditorium's décor. Seats, backs, and standards shall complement each other without the need for end panels or other adornments. Superior comfort will be derived through careful ergonomic engineering, selection of materials, and design of supportive structures.

Select Seat type by removal of remaining options.

B. Upholstered Seats:

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1. Seat Assembly: The seat assembly shall consist of a stylish padded and upholstered top surface, a polypropylene bottom shell with dual contours, and a dual sprung lifting mechanism. Seat shall have the ability to achieve a full fold position when rearward pressure is applied. Superior comfort shall be derived through careful ergonomic engineering.
2. Upholstery Pad: The upholstered seat topper shall consist of a 5/8” thick formed ply form base with contoured molded polyurethane foam padding and fabric upholstered cover. Seat padding shall be properly contoured to support the body without causing discomfort. The upholstered seat cover shall exhibit a high degree of tailoring and will be affixed to the base with upholstery staples.
3. Seat Mechanism: Seat lifting mechanism shall use lubricated lifting springs to provide whisper quiet fail-safe operation. The seat structure shall rotate on a **[3/4" (19mm)]** spanner bar to assure shaft alignment and eliminate binding due to irregular floor conditions. Seats shall be certified to withstand 350,000 lifting cycles and a 600lb static load without failure.

Select seat cover option by removal of remaining options.

4. Seat Covers:
    a. [Standard Bottom Cover]: Seat shell/bottom shall be constructed of polypropylene plastic to provide a durable yet aesthetic design. The cover shall protect the mechanical parts of the lifting hinge and upholstered seat topper. The shell / bottom shape shall compliment the overall design of the chair.
    b. [Fully Enveloped Bottom Cover] Seat shell/bottom cover shall be constructed of polypropylene plastic covered with the specified upholstery laminated with foam for distinctive styling. Tailoring shall display a superior level of design workmanship and fit. Seams shall be straight, continuous and neat, without unsightly puckering.

Select seat foam option by removal of remaining options.

5. Seat Foam
    a. Select: **Plush**

Select seat cover tailoring option by removal of remaining options.

6. Seat Cover Tailoring
    a. **Waterfall**

Select seat back by removal of remaining options.

Select chair position.

a. Chair back pitch: **[12 degrees] [15 degrees] [18 degrees] [21 degrees]**
Select back shape and height.

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b. Outer Back Panel: The outer back panel shall be constructed of injection molded polypropylene Plastic. The panel shall be no less than 27” in length and conceal the rear and sides of the upholstered inner panel. The panel shall extend below the rear of the seat to protect the chair occupant s back.

c. Inner Panel: The inner upholstered panel shall be 5/8” (15mm) 11 ply thick-formed hardwood with an ergonomically engineered contour. The wings for attachment of chair back to standard shall be not less than 14 ga (1.9mm) and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the seat. Chair back upholstery shall exhibit a high degree of workmanship and customization.

d. **[Soft Square Backs]** The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be contoured to facilitate proper posture of a seated individual.

d. **[Round Backs]** The top of the back is radiused for stylish looks and a timeless appearance. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be contoured to facilitate proper posture of a seated individual.

4. Back Foam Type **3in[76mm] Cut Foam**
5. Back Cover Tailoring: **Waterfall**

Coordinate following paragraphs with selection made under product description.

C. Traditional Steel / Tubular Steel Standards:

1. Standards shall be **[1 inch (25mm)] x [3 inches (76mm)] x [16 gauge(1.5mm)]** seamless oval mechanical tubing. Standards utilizing an open seam (not welded) are considered unacceptable.
2. The top of the standard shall provide for vandal resistant attachment of the armrest, without the use of exposed fasteners on the surface of the arm.
3. The floor mount steel standard has a graphite color polymer foot cover to hide the chair mounting fasteners. The polymer cover is secured by a steel mounting plate with four detents which lock into place. The steel mounting plate is securely mounted with the chair standard to the floor during installation.

Floor mounted standards shall have a 7 gauge [4.5mm] formed steel foot. The formed foot shall be full perimeter welded to the upright tubular member. The floor mount standards shall be manufactured to match floor inclines in order to maintain proper seat height and angle.

Riser mounted standards shall have a 7 gauge [4.5mm] steel plate slotted to allow lateral adjustment during installation, and shall be full perimeter welded to the tubular standards.

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4. Left Hand Standard Mounting: **Floor Mount**
5. Right Hand Standard Mounting: **Floor slope 0**
6. Intermediate Standard Mounting: **Floor slope 0**

D Seat Hinges:

Coordinate following paragraphs with selection made under product description.

1. Seat hinges shall be fully contained within the seat pan and fitted with a pair of independent nylon bushings.
2. Each of the independent seat hinges shall be fitted with double acting; self-centering, pre-loaded coiled seat return spring
3. Seat hinge and spring installation shall be designed not to require periodic adjustment or lubrication.

F. Armrests:

Coordinate following paragraphs with selection made under product description.

1. Injection Molded Plastic: Armrests shall be of injection molded, textured polypropylene. Armrest to be secured to standard with concealed fasteners.
2. Injection Molded Plastic with Integral Cupholder: Armrest with integral molded cupholder made of injection molded nylon with textured plastic arm surface.
3. Stained Hardwood: Armrests shall be solid hardwood without defects. All edges shall be eased for comfort. Armrest finish shall consist of a single coat of waterbase stain, followed by a sealer coat, scuff sanding, and a waterbase clear topcoat. Stain shall be selected from manufacturer's standard offerings. Armrest to be secured to standard with concealed fasteners.
4. Stained Hardwood with Integral Cupholder: Armrest with integral molded cupholder made of injection-molded nylon with a solid hardwood armrest surface.
5. Upholstered: Armrests shall be tempered hardboard core with polyurethane foam padding and covered with matching upholstery fabric. Armrest to be secured to standard with concealed fasteners.
6. Upholstered with Integral Cupholder: Armrest with integral molded cupholder made of injection-molded nylon with an upholstered armrest surface.
7. Left Hand Armrest Style: **Plastic**
8. Right Hand Armrest Style: **Plastic**
9. Intermediate Armrest Style: **Plastic**

2.5 FASTENINGS

A. Chair Assembly

1. All welds shall be made at the factory by welders that are certified on the equipment and process used.
2. All structural connections shall be made with S.A.E. stress rated zinc plated or, black oxide steel bolts, washers and nuts.

Hussey Seating Company
38 Dyer Street Ext, North Berwick, Maine 03906 USA
Tel: +1.207.676.2271, Fax+1.207.676.0462
www.husseyseating.com

B. Concrete Floor Attachment

1. Chair stanchions shall each be attached by means of two**[1/4 inch (6mm)]** mechanical wedge anchors set in holes drilled to a minimum depth of**[2 inch (50mm)]** in the concrete.

    a. Wedge anchors shall be tested to ASTM E488 criteria and listed by ICBO and SBCCI. Wedge anchors feature a type 18-8 stainless steel split expansion ring and a threaded stud bolt body and integral cone expander, and a nut and washers. Stanchion shall be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

C. Concrete Riser Attachment

1. Chair stanchions shall each be attached by means of two **[3/8 inch (10mm)]** threaded rods secured into concrete with a fast curing acrylic adhesive. Adhesive and rods are set in holes drilled to a minimum depth of**[2 ½ inch (64mm)]** in the concrete.
2. Threaded rods shall be of approved type with zinc-plate finish or made of stainless steel to suit environmental conditions.
3. Acrylic Adhesive shall be in conformance with ASTM Type IV, Grade 3, and covered by ICBO evaluation.
4. Stanchion to be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

D. Wood Floor Attachment

1. Chair standards shall each be attached by means of four (4) [1/4 inch (6mm)] x [1 3/4 inch (44mm)] lag screws and flat washer set in holes drilled to a depth of not less than **[1 1/2 inches (38mm)**] in the wood.

Select accessories as required. Cupholder, end panels, aisle lights, tablets, chair numbers, row letters and donor plates have multiple selections.

2.6 ACCESSORIES

A. End Panels:

1. End Panel design lines to match each back pitch as required. Exposed wings are not acceptable from the side elevation.
2. End panels to be furnished per Plan of Seating.

End Panel Styles:

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Tel: +1.207.676.2271, Fax+1.207.676.0462
www.husseyseating.com

1. End Panels - Plastic Laminate: End panels to be **1/2"[13mm]** MDF, finished with laminated plastic. (Select End Panel Shape: Tapered, Soft Square, Swept Style or Round) End panels to be furnished per Plan of Seating.
2. End Panels - Veneer: End panels to be **1/2"[13mm]** MDF, finished with wood veneer. (Select End Panel Shape: Tapered, Soft Square, Swept Style or Round) End panels to be furnished per Plan of Seating.
3. End Panels - Upholstered: End panels to be **1/2"[13mm]** MDF, finished with laminate plastic with an upholstered pad applied to the panel face. (Select End Panel Shape: Tapered, Soft Square, Swept Style or Round) End panels to be furnished per Plan of Seating.

B. Chair Numbers:

1. Brushed Aluminum Chair Numbers: Black text with gray background on a **23/32" x 2 7/32" [18.5mm x 56.5mm]** elliptical aluminum plate. Plate fitted in a vandal resistant recess located in front edge of plastic seat cover and secured with two aluminum pop rivets.

C. Row Letters:

1. Brushed Aluminum Row Letters: Black text with gray background on a **[23/32 inch x 2 7/32 inch (18.5mm x 56.5mm)]** elliptical aluminum plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured by means of two brads.

D. Donor Plates:

1. None Selected.

E. Removable Chairs:

1. Skid Mounted Chairs: Provide chairs to be floor mounted and ganged in groups of one, two, or three chair units for easy removal. Chair standards shall be mounted to a painted steel skid base. Skid base with chairs shall be easily removed from the concrete floor by means of flush mounted internally threaded expansion anchors positioned under each leg of the skid. When removed, the anchor holes are filled by flat head bolts to provide a flat surface and prevent dirt and debris from entering.

F. Stacking Chairs:

1. Portable Stacking Quattro Chairs: Provide portable chairs with common styling of specified chairs for integrated use into seating layouts. Common uses are for ADA seating locations or Additional Portable Floor Seating. Seats can be easily stacked [4 high] and removed by one person via a portable dolly into storage when not required.

G. Cupholders:

1. Rear Mount Cupholder, Rear mount polymer cup holder mounts between to adjacent backs via friction clip attachment

H. Tablets:

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1. Tablets - TR1 Folding Tablet Arm: Tablet arm to be **12 7/8" x 11 5/8" [328mm x 295mm]** with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to be "Panic Proof" and store within users' chair beneath the armrest.
2. Tablets - T1 Folding Tablet Arm: Tablet arm to be **11 3/4" x 10 1/4" [298mm x 260mm]** with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to be "Panic Proof" and store within users' chair beneath the armrest.
3. Tablets - T2 Folding Laptop Tablet Arm: Tablet arm to be **18 7/8" x 15 3/4" [480mm x 400mm]** with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to store within users' chair beneath the seat.
4. Tablets - T2M Folding Laptop Tablet Arm: Tablet arm to be **18 7/8" x 12 1/2" [480mm x 320mm]** with rounded corners. Top and bottom surfaces to be high pressure laminate over solid core plywood. Tablet arm to store within users' chair beneath the seat.

I. Worship Organizers:

1. Worship Organizer I: Provide a durable organizer capable of holding a worship book (s). The design shall include additional compartments for convenient storage of other items such as communion cups, pamphlets, envelopes and pens. The organizer shall mount securely to the rear of the chair back or pew in a manner so it will not project into the aisle space. Include as an option the ability to add a custom message or symbol in a visible location on the organizer.
2. Worship Organizer II: Provide a durable organizer with compartments for holding pen/ pencils, communion cups, envelopes and pamphlets. The organizer shall mount securely to the rear of the chair back or pew in a manner so it will not project into the aisle space. Include as an option the ability to add a custom message or symbol in a visible location on the organizer.

J. Logos:

1. Cast Logo: Logo to be **6" [150mm]** circle and manufactured of die-cast aluminum or zinc. Logo secured to the stanchion with tamper-proof hardware.
2. Graphic Logo: Logo to be **6" [150mm]** circle and manufactured of 0.5mm thick vinyl. Logo secured to the stanchion with self-adhesive backing.

K. Pew Ends:

1. Provide a decorative wood panel at the end of each row of chairs to create the appearance of traditional pew seating along the sides of the aisle. Design shall conceal the chair supports and fasteners without impeding on the egress space between seating rows. Include as an option the ability to add a custom shape or symbol on the aisle side of the panel.

L. Quick Link System:

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Tel: +1.207.676.2271, Fax+1.207.676.0462
www.husseyseating.com

1. Power or Power and Data connections integrated into the design of the chair with the ability to be added at a later date without disassembly to existing chairs.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify areas to receive fixed upholstered chair seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.2 INSTALLATION

A. Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.

B. General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

3.3 ADJUSTMENT AND CLEANING

A. Adjustment: After installation completion, all equipment is to be adjusted for smooth and proper operation.

B. Cleaning: Clean work area and remove debris from site.

3.4 PROTECTION

A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

END OF SECTION

ITEM # 21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve an Increase to the Blanket Purchase Orders established with Valley Power Systems, Inc., SoCal Auto & Auto Parts, Inc., and Ford of Montebello, Inc., for the purchase of maintenance related bus parts**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve a change order to the blanket purchase order established with Valley Power Systems, Inc., to increase the total not-to-exceed amount to $63,918, for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and

2) Approve a change order to the blanket purchase order established with Socal Auto & Auto Parts, Inc., to increase the total not-to-exceed amount to $53,450 for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and

3) Approve a change order to the blanket purchase order established with Ford of Montebello, Inc., to increase the total not-to-exceed amount to $57,500 for the purchase of maintenance related bus parts, for Fiscal Year 2020-21; and

4) Take such additional, related action that may be desirable.

FISCAL IMPACT

Sufficient funds for each blanket purchase order (PO) are included in the Fiscal Year 2020-21 Transit Corporate Shop operating account – Account Number 600-90-915-6080.50. Therefore, no budget amendment action is needed.

BACKGROUND

The City of Montebello operates Montebello Bus Lines ("MBL") with a fleet of 67 buses that require regular maintenance to ensure superior transportation service is provided to the City and surrounding communities. The most efficient and cost-effective way to purchase replacement bus parts is to establish a blanket PO with the primary companies that supply the maintenance and replacements bus parts.

Items may include but are not limited to the following:

- Valley Power Systems: Transmission control module, program, and kit label.
- Socal Auto & Auto Parts: Pressure valves, pressure sensor, brake meter, and thermostat.
- Ford of Montebello: Hybrid spark plugs, engine oil dipstick, hybrid muffler, manifold air pressure sensor.

ANALYSIS

The original total amount appropriated for each blanket PO for FY 2020-21 has been exhausted. To maintain MBL's fleet and fixed-route service for the remainder of FY 2020-21, it is recommended that the total amount needed to purchase bus parts for each blanket PO be increased as follows:

Vendor	FY 2020-21 Appropriated Funds	Additional Funds Required	FY 2020-21 Anticipated Total Funds
Valley Power Systems	$56,411.90	$7,506.00	$63,918.00
Socal Auto & Auto Parts	$38,699.96	$14,750.00	$53,450.00
Ford of Montebello	$55,00.00	$2,500.00	$57,500.00

Montebello Municipal Code Section 3.20 et al requires City Council approval for any purchases of $50,000 or greater. All three of these existing purchase orders exceed or will exceed this approval threshold, hence requiring City Council approval of these changes.

SUMMARY

Staff is recommending that the City Council approve a change order to the Blanket Purchase Orders established with Valley Power Systems, Inc., SoCal Auto & Auto Parts,

Inc., and Ford of Montebello, Inc., to increase the total amount for the purchase of maintenance related bus parts and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S):

A. Attachment A –Valley Power Systems, Inc.-Memorandum and Cover Letter
B. Attachment B – Socal Auto & Auto Parts, Inc.-Memorandum and Cover Letter
C. Attachment C – Ford of Montebello, Inc.-Cover Letter

CITY OF MONTEBELLO

PURCHASE ORDER COVER LETTER

DEPARTMENT OF TRANSPORTION

Vendor VALLEY POWER SYSTEM #3450

Item(s) Being Purchased/Services: BUS PARTS

Reason for Purchase: BLANKET PO TO COVER BUS PART DURING FY20-21. THIS PURCHASE IS A CAPITAL ACCOUNT (ACM).

Purchase Requestor: TRANSIT MAINTENANCE PERSONNEL Signature: _____

Account Number: 270-9063-2018-003-6080.50 - TRANSIT GRANTS Project: 600.15.10 TRANSIT PROJECTS/ PROGRAMS ASSOC.CAPITAL FTA

Total Amount of Purchase: 20,000.00 Shipping Cost: N/A

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1st Bid/Quote:				
2nd Bid/Quote:				
3rd Bid/Quote:				

Other Notes: PLEASE REVIEW 2nd PAGE FOR QUOTES SUMMARY.

Purchase Order Input By: Luz Maria Date: _____

Purchase Order Approved By: _____ Date: 10/6/2020

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION

BLANKET PURCHASE ORDER REQUEST

VENDOR Valley Power Systems, Inc. #3450

	MAX. #	DESCRIPTION	QUOTE 1	QUOTE 2	QUOTE 3
1	3296	CNG TRNASMISSION, B400	$4,495.00	$4,648.00	$10,018.12
2					
3					
4					
5					
6					
7					

T-MOBILE USA, INC.	12060.3	16043.57	15128.05	43231.92
TRACKIT LLC	12000	12000	9000	33000
TRANE U.S. INC	4592.6	1536.96		6129.56
TRANSIT LINE ART	720	2610	720	4050
TRANSIT TALENT.COM	575	1150	690	2415
TRANSTRACK SYSTEMS, LLC	21840	22495.2	23770	68105.2
TRC ENGINEERING SERVICES, LLC		6556	8344	14900
TRIKKE TECH INC.	12418	239.58		12657.58
TROY & BANKS, INC.		45.01	14.62	59.63
TURIZ A/C EQUIPMENT SERVICE	1105.7		1341.77	2447.47
TYLER TECHNOLOGIES, INC.			1428.57	1428.57
U.S. BANK EQUIPMENT FINANCE			5583.61	5583.61
UBIQCONN TECHNOLOGY (USA) INC.		983.25		983.25
ULINE,INC.	2614.18	3262.76	1669.44	7546.38
UNION PACIFIC RAILROAD COMPANY		1045		1045
UNIQUE GENERAL SERVICES	95133	183242.82	179632	458007.82
UNITED PARCEL SERVICE	2289.5	42.34		2331.84
UNITED SITE SERVICES, INC.		6282.25	1449.75	7732
UNIVERSITY OF THE PACIFIC		2490	1245	3735
US SECURITY ASSOCIATES, INC.		151247.05	146511.81	297758.86
VALLEY POWER SYSTEMS, INC.	4011.82	4922.03	24214.69	33148.54
VARGAS DIESEL INC.			1140.73	1140.73
VASQUEZ & COMPANY LLP	4287	8287	14291	26865
VERIZON WIRELESS	5630.42	524.26	133.56	6288.24
VETERAN LANGUAGE SERVICES		375	1500	1875
VISION SERVICE PLAN	24769.62	21581.77	14323.48	60674.87
VORTEX INDUSTRIES	11520.96		8811.31	20332.27
WALKER'S AIR BRAKES			2249.79	2249.79
WALTERS WHOLESALE ELECTRIC CO.	139.29			139.29
WAY SINE LLC	4533.3			4533.3
WAYNE ELECTRIC COMPANY	93341.53	82384.33	63485.38	239211.24
WEST-LITE SUPPLY CO.,INC.	5094.86	2398.87		7493.73
WESTRUX INTERNATIONAL INC.	7004.42	48365.32		55369.74
WHITTIER CAR WASH INC.	11.99	23.98		35.97
WINCAL TECHNOLOGY CORPORATION	2845	300	6504.3	9649.3
WINZER CORPORATION	29232.56	19907.43	30544.19	79684.18
WRITERANNE COMMUNICATIONS	350		120	470
X-IGENT PRINTING, INC.	16357.77	12026.9	16788.4	45173.07
ZAVALA'S UPHOLSTERY	250	3977.04	2171.56	6398.6
ZEMARC CORPORATION	25516.88	11988	17813	55317.88
ZEP SALES AND SERVICE	54.38			54.38
ZONES, INC.	12491.52			12491.52
ZUMAR INDUSTRIES,INC.	379.97			379.97
ABIGAIL MARIN		200	467	667
ANDELSON, LOYA, RUUD ATKINSON	132734.54	154777.4	50770.65	338282.59
ANDREW PASMANT	315	703.11		1018.11
ANI CHUKHURYAN			115	115
BEATRIZ VASQUEZ			565.02	565.02
CITY OF GLENDALE	9075.44	9864.6	9864.6	28804.64
CITY OF TORRANCE	500			500
CLAY THOMAS BARRIO	1204.74	1470.74	8584.04	11259.52
ELIZABETH KOO EDWARDS	500			500
ERIC MARTINEZ	4839.92			4839.92
ERIC YAN		1119.58	530.48	1650.06
ERICK SOTO		370.47		370.47

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER COVER LETTER

Vendor: Valley Power Systems Purchase Requestor: OSCAR ESPINOSA

Reason for Purchase: Restock Inventory 5/31/20 Supplies [X] Service [ ]

Account Number: 6080.5 Total Amount of Purchase with Tax/Shipping: $9,844.05

PARTS /SERVICE REQUEST

MAX. #	DESCRIPTION	QTY	COST	TOTAL
3296	Transmission, B400 for CNG's	2	$4,495.00	$ 8,990.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Tax (9.5%)	$ 854.05
			Shipping	

BID/QUOTE SUMMARY

# 3296	VENDOR NAME	QTY.	UNIT PRICE	TOTAL
1st QUOTE	Valley Power Systems	2	$ 4,495.00	$ 8,990.00
2nd QUOTE	HD Industries	2	$ 4,648.00	$ 9,296.00
3rd QUOTE	Find it Parts	2	$ 10,018.12	$ 20,036.24

#				TOTAL
1st QUOTE				$ -
2nd QUOTE				$ -
3rd QUOTE				$ -

#				TOTAL
1st QUOTE				$ -
2nd QUOTE				$ -
3rd QUOTE				$ -
#				TOTAL
1st QUOTE				$ -
2nd QUOTE				$ -
3rd QUOTE				$ -
#				TOTAL
1st QUOTE				$ -
2nd QUOTE				$ -
3rd QUOTE				$ -
#				TOTAL
1st QUOTE				$ -
2nd QUOTE				$ -
3rd QUOTE				
#				
1st QUOTE				
2nd QUOTE				
3rd QUOTE				

Other Notes:

Purchase Order Input By: Date:

Purchase Order Approve By: Date: 6/11/20

Department Head Approval: Date: 6/11/2020

City Manager Approval: Date:

Valley

SOLD/ SHIP TO CITY OF MONTEBELLO
012971 101692

P.O. NO. QUOTE WT Box of PO NO

... ALL RETURNED ITEMS ARE SUBJECT TO A 15% RESTOCK FEE SPECIAL ORDERS MAY HAVE A HIGHER RESTOCK FEE ELECTRICAL PARTS MAY NOT BE RETURNED ...
TRANSMISSION QUOTATION VALID 30 DAYS FROM 05/26/20

DATE	TIME	TICKET NO.	YOUR P.O. NO.	C2 STATUS	SHIP VIA
5/26/20		101692	QUOTE	STOCK ORDER	CANCELLED / COUNTER

GROUP NO. / BIN LOC.	ITEM NUMBER / DESCRIPTION	OLD PART #	ORDERED	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
	29549630V 8400 WITH RETARDER	33 R	2	2	4495	8990 00
	29549630V CORE CHG	33 C	2	2	3000	6000

MBL 32990

TOTAL VALUE OF ORDER 14 990
AFTER INVENTORY

THANK YOU FOR CHOOSING VALLEY POWER SYSTEMS FOR YOUR REPLACEMENT PARTS WE APPRECIATE YOUR BUSINESS!

SHIPPED VALUE	14.990 00
TAX	1 424 05
INVOICE TOTAL	16.414 05

ORDER TAKEN BY
ORDER ENTERED BY

ORDER

Valley

537 West Anaheim Street
Long Beach, CA 90813
Phone: (562) 591-5665
Fax: (562) 591-2941
www.gohdi.com

HD INDUSTRIES
A Division of Harbor Diesel and Equipment, Inc.

REMIT TO: P.O. Box 21399
Long Beach, CA 90801

PARTS INVOICE NUMBER

QUOTATION

Date: 05-29-20

Sold To: CITY OF MONTEBELLO
ACCOUNTS PAYABLE
1600 W. BEVERLY BLVD.
MONTEBELLO CA 90640

Ship To: CITY OF MONTEBELLO
TRANSIT WAREHOUSE
400 S. TAYLOR AVENUE
MONTEBELLO CA 90640

Tax ID: ***

Authorization #:

Customer Acct Number	Customer Purchase Order	Phone Number	Salesman	Ship Via
21722:a		323 558-1625	dm	DELIVERY

Loc	Part #	Description	Ord	Ship	B/O	List	Unit Price	Extension
	QUOTE NUMBER - 0532							
	EXPIRATION DATE - 06-28-2020							
	R29549630V	REX TRANS	2	2			4648.00	9296.00
	R29549630V#	CORE	2	2			3000.00	6000.00

Yard Tractors -- Sales, Service & Rentals * Available *
* *
Genuine Filters... Cat/Cummins/Fleetguard/DDC/Racor/Baldwin
Call for Details !!!
03:51PM PARTS TAX

	Sub Total	15296.00
QUOTE	Freight	0.00
CUSTOMER	Sales Tax	1453.12
	Please Pay	16749.12

Signature: _____

Print Name: _____ Date: _____

TERMS, WARRANTIES, RETURN POLICY

1) OUR TERMS ARE PAYMENT ON DELIVERY. A SERVICE CHARGE OF 1 ½% PER MONTH (18% PER ANNUM) WILL BE CHARGED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE. IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE PAYMENT, CUSTOMER AGREES TO PAY HDI ALL COURT COSTS AND ATTORNEY FEES.
2) A 20% RESTOCKING CHARGE WILL BE CHARGED ON ALL ITEMS RETURNED.
3) ALL REQUESTS FOR RETURN MUST BE IN ORIGINAL, CLEAN CARTON, UNUSED WITHIN 30 DAYS OF INVOICE, AND ACCOMPANIED BY A COPY OF THE INVOICE.
4) NO ELECTRICAL OR SPECIAL ORDER ITEMS MAY BE RETURNED.
5) ALL PARTS SOLD AND/OR INSTALLED BY HDI ARE WARRANTIED BY THE MANUFACTURER. HDI ACCEPTS NO RESPONSIBILITY FOR FIT, TYPE OR QUALITY OF ANY VENDOR ITEMS.
6) KITS AND/OR SETS ARE NOT RETURNABLE IF CARTON IS OPENED.
7) CORES MUST BE RETURNED WITHIN 5 WORKING DAYS OF INVOICE DATE ACCOMPANIED BY A COPY OF THE INVOICE. CORES MUST BE DRAINED, ASSEMBLED AND IN ORIGINAL CARTON.
8) ALL SPECIAL ORDERED PARTS THAT YOU HAVE MADE A DEPOSIT ON MUST BE PICKED UP WITHIN TEN (10) DAYS OR YOUR DEPOSIT IS FORFEITED.
9) ALL RETURNED CHECKS ARE SUBJECT TO A $35.00 HANDLING FEE.

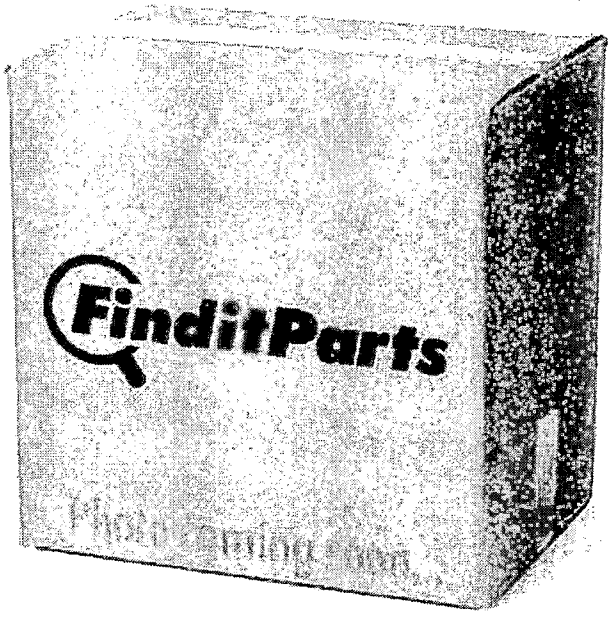
WARNING: Products being sold to you can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

(/) Find by part number, brand, or keyword.. Subm (/cart)

ADD TO CART

COVID-19 Update: FinditParts remains operational as an essential business. We are in regular communication with our suppliers to ensure there is no disruption in the supply chain. Read more (https://www.finditparts.com/blog/covid-19-update)

29549630 by ALLISON



Part Number
29549630

Manufacturer
ALLISON

Description
B400RRM RETRAN ASSEMBLY
details

~~MSRP: $12,277.10~~

$10,018[12] MBL 3296

Save: $2,258.98

Free shipping on orders over $100 details (/free_shipping_eligibility_rules)

SAVE 5% **USE CODE: TRUCKS**

(/coupons/TRUCKS)

Vendor # 3450

FLEET COPY: 1
POSTED: 03/13/20 02:42 pm UTC

Valley Power Systems, Inc. - City of Industry

BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California 91745
Phone: (626) 333-1243 - Fax: (626) 369-7096

Case Number: 6228830 - Repair Order Number: I34168
Purchase Order Number: n/a
Service Writer: McCloud, Ricco - Case Date: 03/10/20 08:14 pm UTC

Montebello Transit	Unit #: **1306**		
Address: 1600 BEVERLY BLVD MONTEBELLO, CA 90640	**Asset:**	2013 NEW Unknown	**Miles** 282,584
Phone: (323) 803-9272	**Serial #:**	DC041781	
Fax:	**VIN:**	5FYC8FB10DC041781	
Cust #: 012971	**Engine:**	Unknown	
	Engine Hours: 0		

Complaint:
1. TRANSMISSION DIAG

Operation	Operation	Labor	Parts	Total
1	Transmission (General) - Diagnostic	$270.00	$0.00	$270.00
2	R&R TCM & program **Parts:** (1.0) KIT-LABEL, (1.0) TRANSMISSION CONTROL MO	$337.50	$591.34	$928.84

Notes: *[3/13/2020 at 02:42 pm UTC] - Approval Requested for the estimate version 1, total $1,312.76. View the estimate. NOTE: Hello, Tech Notes "TCM is bad and needs to be replaced" Please review and approve estimate at your earliest convenience. Thank you*
Repair status set to Hold (auth).

Parts:	$591.34
Labor:	$607.50
Haz. Waste:	$40.00
Shop:	$17.74
Freight:	$0.00
Tax:	$56.18
Travel Charges:	$0.00
TOTAL:	$1,312.76

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilit ENGINES, reliabilit ASSEMBLIES, reliabilit PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY 's SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliabilit assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilit COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE:_____ SIGNED:X_____ 3/16/2020

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION

PURCHASE ORDER COVER LETTER

Vendor Name & ID 2480 NAPA AUTO PARTS

Requested Items/Services Bus Parts

Reason for Purchase Request to add funds to blanket purchase order.

Account # 600-90-915-6080.50 **Project #** _____ **Supplies** ☐ **Services** ☒

Shipping/Handling _____ **Sales Tax** _____ **Grand Total** $9,000.00

BID/QUOTE SUMMARY

Notes _____

Requestor	Jose Acosta (PRINT NAME)	(SIGNATURE)	4/1/21 (DATE)
Inputted By	Luz Maria (PRINT NAME)	(SIGNATURE)	4/1/21 (DATE)
Approved By DEPT. D/M	Adrianna Kendricks (PRINT NAME)	(SIGNATURE)	4.5.2021 (DATE)
Approved By CM/ACM	René Bobadilla (PRINT NAME)	(SIGNATURE)	4/8/2021 (DATE)

CITY OF MONTEBELLO
MEMORANDUM

DATE: Wednesday, March 31, 2021

TO: René Bobadilla, City Manager

FROM: Adrianna Kendricks, Acting Director of Transportation

PREPARED BY: Luz Maria, Account Clerk II

SUBJECT: Request to add funds to blanket purchase order- Napa Auto Parts.

The Department of Transportation (MBL) is requesting approval to add funds in the amount of $9,000.00 to an open blanket purchase order (PO) for Napa Auto Parts. This vendor sells bus parts and supplies required to maintain and service MBL's fleet. The approved amount of $39,934.76 to establish the PO has been exhausted. The added funds will be used to process payment for outstanding invoices.

Funding for this request will be provided from GL account 600-90-915-6080.50 (Vehicle Maintenance/Expenses Bus Parts).

At your earliest convenience, please sign and approve the attached cover letter, Thank you.

Adrianna Kendricks
AK:LM

Bill To
Accounts Payable
1600 W. Beverly Blvd.
Montebello , CA 90640

Ship To
Corporate Shop
400 S. Taylor
MONTEBELLO, CA 90640

Reprint Purchase Order
No. 2021-00000471

10/22/20

Vendor 2480 NAPA AUTO PARTS

Contact
SOCAL AUTO & TRUCK PARTS, INC.
DBA: NAPA AUTO PARTS
1422 NORTH BATAVIA STREET
ORANGE, CA 92867

Deliver by
Ship Via
Freight Terms
Originator Luz Maria
Resolution Number
Payment Terms

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	1.0000	YR	Miscellaneous	$26,300.0000	$26,300.00

Item Description BUS PARTS FY20-21

G/L Account	*Project*	*Amount*	*Percent*
600-90-915-6080.50 (Vehicle Maintenance/Expenses Bus Parts)			100.00%

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	26300.0000	TAX	Miscellaneous	$0.1025	$2,695.75

Item Description SALES TAX

G/L Account	*Project*	*Amount*	*Percent*
600-90-915-6080.50 (Vehicle Maintenance/Expenses Bus Parts)			100.00%

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	1.0000	YR	Miscellaneous	$9,922.0000	$9,922.00

Item Description BLANKET PO FOR VARIOUS (ACM) BUS PARTS FY20-21

G/L Account	*Project*	*Amount*	*Percent*
270-9063-2018-003-6080.50 (Vehicle Maintenance/Expenses Bus Parts)	600.15.10 (Transit Projects/Programs, Assoc. Capital Maintenance, FTA)		80.00%
270-9063-2018-003-6080.50 (Vehicle Maintenance/Expenses Bus Parts)	600.15.30 (Transit Projects/Programs, Assoc. Capital Maintenance, Toll Credits - TDC)		20.00%

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	9922.0000	TAX	Miscellaneous	$0.1025	$1,017.01

Item Description SALES TAX for (ACM) parts

G/L Account	*Project*	*Amount*	*Percent*
270-9063-2018-003-6080.50 (Vehicle Maintenance/Expenses Bus Parts)	600.15.10 (Transit Projects/Programs, Assoc. Capital Maintenance, FTA)		80.00%
270-9063-2018-003-6080.50 (Vehicle Maintenance/Expenses Bus Parts)	600.15.30 (Transit Projects/Programs, Assoc. Capital Maintenance, Toll Credits - TDC)		20.00%

Special Instructions

Bill To
Accounts Payable
1600 W. Beverly Blvd.
Montebello , CA 90640

Ship To
Corporate Shop
400 S. Taylor
MONTEBELLO, CA 90640

Reprint Purchase Order
No. 2021-00000471

10/22/20

Vendor 2480 NAPA AUTO PARTS

Contact
SOCAL AUTO & TRUCK PARTS, INC.
DBA: NAPA AUTO PARTS
1422 NORTH BATAVIA STREET
ORANGE, CA 92867

Deliver by
Ship Via
Freight Terms
Originator Luz Maria
Resolution Number
Payment Terms

Status	Quantity	U/M	Description	Unit Cost	Total Cost

Level	*Level Description*	*Date*	*Approval User*
1	Entry	10/21/2020	Luz Maria
5	Finance Review	10/22/2020	Joann Panosian
6	Finance Approval	10/22/2020	Laurence Gong

Subtotal	$39,934.76
Sales Tax	$0.00
Total Due	$39,934.76

Open Total Cost	$39,934.76
Amount Voided	
Open Amount Expensed	$38,251.03
Open Amount Encumbered	$1,683.73
Amount Discounted	
Open Amount Remaining	$1,683.73

Special Instructions

NAPA AUTO PARTS

STORE

900006657
So Cal Auto and Truck
14104 ROSECRANS AVE
SANTA FE SPRINGS
562-404-2229, CA 90670
(562) 404-2229

Time: 15:38 Invoice Number 1527-036702
Date: 03/15/2021
Page: 1/1 eInvoice# LA 006571527-

SOLD TO

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Employee: 12 , Jamie
Sales Rep: 81 , NAME MISSING
Accounting Day: 15

Y Y
OCR
9000066570367029

Part Number	Line	Description	Quantity	Price	Net	Total	
107794X	MBI	CARTRIDGE AD9 1082	20.00	47.62	27.9900	559.80	T
107794X	MBI	Core Deposit	20.00	37.00	37.0000	740.00	TD
107794X	MBI	Core Deposit	-20.00	37.00	37.0000	740.00 CR	TD

RECEIVED 3/19/21 CP

3/19/21

Delivery:
Attention:
Tax Exemption:
PO [redacted]
Terms:

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
REMIT TO 1422 N Batavia
Orange, CA 92867
REC BY_____VER BY_____

RECEIVED
CITY OF MONTEBELLO
MAR 29 2021
ORIGINAL
FINANCE DEPARTMENT

	Subtotal	559.80
Tax Rate	10.5000%	58.78
	Total	618.58
Charge Sale		618.58

3/29/21

NAPA AUTO PARTS

STORE
900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 07:39 Date: 02/24/2021 Page: 1/1

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 24

Sold To
62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Anticipated Time:
Attention:
Tax Exemption:
SO#: 2021-00471-0044
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 16 2021
FINANCE DEPT

Part Number	Line	Description	Quantity	Price	Net	Total	
SEM39673 4302	NOD	Self-Etching Primer, 20	24.00	22.71	22.7059	544.94	TDP
SEM39683 4303	NOD	Self-Etching Primer, 20	24.00	22.71	22.7059	544.94	TDP
113 3270	NOD	16 fl-oz Aerosol Can,	18.00	6.57	6.5735	118.32	TDP

RECEIVED
3/5/21
C.R.

RECEIVED
3/5/21

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Subtotal	1,208.20
TAXTABLE 1 7.7500%	93.64
Total	1,301.84
Charge Sale	1,301.84

Lines 1 & 2

2/24

379577 Y Y OCR

Invoice Number 900006662379577 8

NAPA AUTO PARTS

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 14:21 Date: 02/26/2021 Page: 1

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 26

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-00471-0046
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 16 2021
FINANCE DEPARTMENT

Part Number	Line	Description	Quantity	Price	Net	Total
782-3103	BK	Fuse Holder In-Line	1.00	5.92	2.9600	2.96 T

RECEIVED
3/5/21

Subtotal	2.96
TAXTABLE 1 7.7500%	0.24
Total	3.20
Charge Sale	3.20

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Lines 1+2

Y Y 900006662379854 Invoice Number

NAPA AUTO PARTS

STORE

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 14:17 Date: 02/26/2021 Page:

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 26

SOLD TO

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

1363

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-00471-0046
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 16 2021
FINANCE DEPT.

Part Number	Line	Description	Quantity	Price	Net	Total	
733-5979	BK	CLAMP	8.00	19.00	9.7900	78.32	T
		Qty: 8 from: LA - LOS ANGELES, CA					

RECEIVED 3/5/21

3/5/21
E.R.

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Subtotal	78.32
TAXTABLE 1 7.7500%	6.08
Total	84.40
Charge Sale	84.40

Lines 142

3/15/21

Y Y OCR 900006662379851 379851 Invoice Number

NAPA AUTO PARTS

STORE

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 12:45 Date: 02/19/2021 Page: 1

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 19

SOLD TO

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-0471-0042
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 08 2021
FINANCE DEPARTMENT

Part Number	Line	Description	Quantity	Price	Net	Total	
10503805	TES	VOLTAGE REGULATOR	5.00	0.00	185.2000	926.00	TDP

RECEIVED
2/22/21

ENTERED
2/24/21

Line item 1+2

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Subtotal	926.00
TAXTABLE 1 7.7500%	71.77
Total	997.77
Charge Sale	997.77

2/24/21

Y 900006662379248 7 Y OCR

Invoice Number 379248

NAPA AUTO PARTS

STORE

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 11:57 Date: 02/19/2021 Page: 1

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 19

SOLD TO

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-00471-0043
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 10 2021

Part Number	Line	Description	Quantity	Price	Net	Total	
7535	BAT	BATTERY 1875	1.00	170.50	111.0000	111.00	T
7535	BAT	Core Deposit	1.00	18.00	18.0000	18.00	TD

2/19/21
C.R.

2/19/21

	Subtotal	129.00
TAXTABLE	1 7.7500%	10.00
	Total	139.00
	Charge Sale	139.00

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Lines 14 7

Y Y

900006662379242

Invoice Number

NAPA AUTO PARTS

STORE

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time:15:43 Date: 02/22/2021 Page:

Employee: 12 , [illegible]
Sales Rep: 81 . salesman
Accounting Day: 22

SOLD TO

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-00471-0041
Terms:

RECEIVED
CITY OF MONTEBELLO
MAR 10 2021

Part Number	Line	Description	Quantity	Price	Net	Total
124184	MOB	MOBIL 1 0W-20 QUART	60.00	17.73	5.4900	329.40 T
		Above Item on Sale				
		Qty: 72 from: LA - LOS ANGELES, CA				

RECEIVED 2/26/21

ENTERED 2/26/21

FINANCE DEPARTMENT

Subtotal	329.40
TAXTABLE 1 7.7500%	25.53
Total	354.93
Charge Sale	354.93

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

Lines 142

3/10

Y Y

900006662379459 1

Invoice Number 379459

NAPA AUTO PARTS

900006662
So Cal Auto and Truck
10453 LOS ALAMITOS BLVD.
LOS ALAMITOS, CA 90720, CA 90720
(562) 596-5574

Time: 13:03 Date: 12/23/2020

Employee: 12 , JAMIE
Sales Rep: 81 , salesman
Accounting Day: 23

62581
CITY OF MONTEBELLO
400 S. TAYLOR AVE.
MONTEBELLO, CA 90640

RECEIVED
CITY OF MONTEBELLO
JAN 05 2021
FINANCE DEPARTMENT

Anticipated Time:
Attention:
Tax Exemption:
PO#: 2021-0601
Terms:

Part Number	Line	Description	Quantity	Price	Net	Total
1444-0027	FPW	MIG GUN CONTACT TIP	4.00	25.28	14.4900	57.96
791-1142	NLE	RAM KIT 10 TON	1.00	1,023.92	319.0000	319.00
		Above Item on Sale				
7585	BAT	BATTERY	1.00	173.85	113.1800	113.18
7585	BAT	Core Deposit	1.00	18.00	18.0000	18.00
1412-0020	FPW	HOSE	1.00	87.48	47.9900	47.99

Line 2

ENTERED 12/28/20

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

REMIT TO 1422 N Batavia
ORANGE, CA 92867
562-596-5574

CUSTOMER COPY

RECEIVED 12/28/20

Subtotal	556.13
TAXABLE 1 7.7500%	43.10
Total	599.23
Charge Sale	599.23

1-4-21

900066623753162

CITY OF MONTEBELLO

PURCHASE ORDER COVER LETTER

DEPARTMENT OF TRANSPORTION

Vendor FORD OF MONTEBELLO #29160

Item(s) Being Purchased/Services: (ACM) BUS PARTS AND REGULAR BUS PARTS

Reason for Purchase: BLANKET PO TO COVER BUS PARTS DURING FY20-21.

Purchase Requestor: TRANSIT MAINTENANCE PERSONNEL Signature: _____

Account Number: _____ Project: _____

Total Amount of Purchase: 40,000.00 Shipping Cost: N/A

$39,690.00

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1st Bid/Quote:				
2nd Bid/Quote:				
3rd Bid/Quote:				

Other Notes: PLEASE REVIEW 2nd PAGE FOR QUOTES SUMMARY.

(ACM) BUS PARTS 270-9063-2018-003 PROJECT 600.15.10 80% 600.15.30 20% $20,000

BUS PARTS 600-90-915-6000.50 $20,000

Purchase Order Input By: LUZ MARIA Date: 10/6/20

Purchase Order Approved By: _____ Date: 10/8/2020

CALIFORNIA DEPARTMENT OF JUSTICE	768	1248	1760	3776
CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN.		6981.7	7462.07	14443.77
CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES	265	207.5	207.5	680
CALIFORNIA EMPLOYMENT DEVELOPM	9736	15264	7949	32949
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFF.			20	20
CALIFORNIA STATE BOARD EQUALIZATION	12981.41	1981.78		14963.19
CALIFORNIA TRANSIT ASSOCIATION	10244.5	12722	5500	28466.5
CALIFORNIA WATER SERVICE COMPANY	8001.88	18175.54	16243.49	42420.91
CALSTART, INC.	1950	1137.5	1950	5037.5
CARRIER TRANSICOLD OF SOUTHERN CALIFORNIA		511.01	340.68	851.69
CHARITY IT		394.2		394.2
CHARTER COMMUNICATIONS	19062.51	17713.28	20222.83	56998.62
CIGNA BEHAVIORAL HEALTH		4125.1	4257.9	8383
CINTAS CORPORATION NO. 2	1598.36	1266.63	543.77	3408.76
CITY OF CULVER CITY	800	1500	600	2900
CITY OF GARDENA	4000	4000	4000	12000
CLEAN AIR TECHNOLOGIES INC O/A EUROVAC	841.44			841.44
CLEAN ENERGY FUELS	94341.21	84248.79	106637.64	285227.64
CLEAN SWEEP SUPPLY CO. INC	15546.32	17517.67	31895.53	64959.52
COMMERCE HOSE & INDUSTRIAL PRODUCTS		506.51	1260.74	1767.25
COMPLETE COACH WORKS	174	-3260.06		-3086.06
COMPLETE PAPERLESS SOLUTIONS	194.5	4668		4862.5
COOPERATIVE PERSONNEL SERVICES		4644	354.5	4998.5
CREATIVE BUS SALES, INC.		2869.9		2869.9
CUMMINS PACIFIC, LLC	35597.95	28191.73	25787.37	89577.05
CUMMINS-ALLISON CORP		605.83		605.83
D MOBILE TINTS			650	650
DAILY JOURNAL CORPORATION	1281	1835.4	604.8	3721.2
DAY WIRELESS SYSTEMS	12225.4	10472.95	8613	31311.35
DECALS BY DESIGN, INC.	3789.15	4962.86	1037.38	9789.39
DELTA DENTAL OF CALIFORNIA	31530.28	30549.23	31094.19	93173.7
DELTA MOTOR COMPANY,INC.	30307.5	6236.7		36544.2
DEPARTMENT OF PUBLIC HEALTH	160			160
DEWEY PEST CONTROL	1170	5720	6240	13130
DILTEX, INC.	3028.48	3777.93		6806.41
DODGE DATA AND ANALYTICS LLC	5801	802.5		6603.5
EASTERN GROUP PUBLICATIONS,INC	625			625
ELEVATOR SUPPORT SERVICES, INC.		700		700
ELLSWORTH TRUCK & AUTO MACHINING	4265.21	5657.02	3034.21	12956.44
EMG		4750		4750
ENDEAVOR BUSINESS MEDIA LLC.	300	900	600	1800
ENTRUST RESOURCES	3492.02	54.76		3546.78
ENVOY, INC.		249		249
ERGOMETRICS	148	242.1	132	522.1
EXPO IT, LLC.		6447.58	3844.67	10292.25
FEDERAL EXPRESS CORPORATION	261.29	237.23		498.52
FIESTA TAXI COOPERATIVE, INC.	337762.34	408310.62	651825.28	1397898.24
FILTER SOLUTIONS	2272.13			2272.13
FIRST CHOICE SERVICES	1685.81			1685.81
FLEET PRIDE, INC.	29947.49	9325.08	1925.8	41198.37
FLEMING ENVIRONMENTAL INC.	2309.87	480		2789.87
FLONOMICS LLC	1400			1400
FOOTHILL COMMUNICATIONS, INC,	1791.84	35315.28	37238.46	74345.58
FORD OF MONTEBELLO	30955.58	73717.85	44202.84	148876.27
FORD OF UPLAND	3246.48			3246.48

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION

BLANKET PURCHASE ORDER REQUEST

VENDOR FORD OF MONTEBELLO #29160

	MAX. #	DESCRIPTION	QUOTE 1	QUOTE 2	QUOTE 3
1	1288	HARNESS, SENSOR , XL3Z-14A411-AA	$8.78	$9.74	$9.26
2	1343	FILLER TUBE ENGINE, 6348898, F7UZ-6754-JA	$18.23	$30.70	$19.22
3	1290	NF HYBRID OXYGEN SENSOR, 6348854	$28.33	$36.05	$33.99
4	1278	PCV VALVE, 6W7Z-6A666-AA, EV-279	$41.36	$52.64	$56.99
5	2718	WATER PUMP IDLER PULLEY, YW7Z-8678-AA,	$18.40	$21.08	$43.99
6	1110	HYBRID CATALYTIC CONVERTER #9C2Z-5E212-F	$697.53	$729.24	$946.95
7	1296	IGNITION COIL, 3W7Z-12029-AA	$41.20	$45.49	$51.07

ITEM #22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt Resolution No. 21-47 Authorizing the City Manager to Execute Documents to Obtain Funds Provided by Senate Bill 1 (SB1)**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-47 authorizing the City Manager to execute documents to obtain funds provided by Senate Bill 1(SB1); and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Senate Bill 1–Road Repair and Accountability Act of 2017 (SB1/RMRA) provides funding of approximately $105 million annually to transit operators in California under the State of Good Repair Program (SGR). These funds are made available for eligible transit maintenance, rehabilitation and capital projects. The City has various transit projects related to facility maintenance, repairs and upgrades that will utilize the City's Fiscal Year 2021-22 allocation of SGR funds of $314,214.

In addition, an allocation of $570,527 in State Transit Assistance (STA) funds for FY 2021-22 is available for operating and capital purposes. These funds are made possible to transit operators through a statewide excise tax imposed on diesel fuel. These funds are included in the proposed FY 2021-22 budget, in Fund 202 (Transit – State of Good Repairs (STA/SGR)).

BACKGROUND

On April 28, 2017, the Governor signed the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1) (Chapter 5, Statues of 2017). SB1 provides additional revenue funding, through SGR and STA, to transit operators for eligible transit maintenance, rehabilitation and capital projects. This funding is in addition to the $1.221 million the City is forecasted to receive in additional SB 1 revenue earmarked for road repair and maintenance work and related projects.

SB1 named the California Department of Transportation (CalTrans) as the administrative agency responsible for these funds and emphasized the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for SGR funding, local agencies must comply with various regulations and reporting requirements.

The Los Angeles Country Metropolitan Transportation Authority (Metro) is the local planning agency designated to administer the distribution of these funds to transit agencies in the Los Angeles County region. If the City agrees to the conditions and requirements set forth in the Certification and Assurances document and all applicable statues, regulations and guidelines, the City becomes eligible to receive STA funding from the SGR Account for transit projects.

To obtain the City's allocated funds, staff is also required to identify specific projects that will be associated with SGR funds. These projects are as follows:

FY 2021-22 (SGR)	
Funding Available:	**Projects:**
$314,241	• Transportation Facility Improvements • Money Room Rehabilitation Project

In November 2017, SB1 also imposed an additional 20 cent statewide excise tax on diesel fuel which is revenue the City is eligible to receive through the STA. These revenues are programmed through the State's STA account for FY 2021-22.

The City proposes to use its share of STA FY 2021-22 funding ($570,527) for capital and operating expenses as follows:

FY 2021-22 (STA)	
Funding Available:	**Projects:**
$570,527	• Surveillance Equipment for Transit Facility • Electric Bus Infrastructure Upgrades • Computer Hardware Upgrades • Operating Expenses

ANALYSIS

The City operates Montebello Bus Lines (MBL) to provide fixed route service to the cities of Alhambra, Bell Gardens, Commerce, Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, San Marino, South Gate and Whittier on a yearly basis. Therefore, a consistent need exists to maintain access to available funding opportunities for the continued delivery of transportation services to the City and surrounding communities.

To ensure the City is able to continually access SGR and STA funding, the City must submit an Authorized Agents Form (Attachment A) and Certifications and Assurances Form (Attachment B) to Caltrans when there is a change of personnel. These forms and the list of projects identified for SGR funding must be approved through a Board Resolution (Attachment C).

SUMMARY

Staff is recommending that the City Council adopt a Resolution authorizing the City Manager to execute documents to obtain funds provided by Senate Bill 1 (SB1) through the California Department of Transportation State of Good Repair Program and State Transit Assistance accounts.

ATTACHMENT(S):

A. Attachment A – Authorized Agents Form
B. Attachment B – Certifications and Assurances Form
C. Attachment C – Resolution No. 21-47 authorizing the City Manager to Execute Documents to Obtain Funds Provided by Senate Bill 1 (SB1)

ATTACHMENT A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
Division of Rail and Mass Transportation
State Transit Assistance State of Good Repair Program
Authorized Agent Form

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

René Bobadilla, City Manager *OR*
(Name and Title of Authorized Agent)

Arlene Salazar, Assistant City Manager *OR*
(Name and Title of Authorized Agent)

Young-Gi Kim Harabedian, Director of Transportation .
(Name and Title of Authorized Agent)

AS THE City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
(Name of County/City Organization)

René Bobadilla **City Manager**
(Print Name) *(Title)*

_____
(Signature)

Approved this 23rd *day of* June, 2021

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: ***City of Montebello***

Effective Date: ***June 23, 2021***

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF MONTEBELLO

BY: _____

René Bobadilla, P.E., City Manager

Los Angeles County Metropolitan Transportation Authority
FY 2022 Transit Fund Allocations

Proposed

Senate Bill 1 - Road Repair and Accountability Act of 2017

	Operators	Measure R %Share [1]	SB1 - STA Allocation	SB1 - SGR Allocation [2]	Total
	Included Operators:				
1	Metro Bus Ops	68.6836%	$ 19,301,796	$ 10,630,341	$ 29,932,136
2	Arcadia	0.0860%	24,162	13,307	37,469
3	Claremont	0.0298%	8,387	4,619	13,007
4	Commerce	0.0983%	27,621	15,212	42,833
5	Culver City	1.3315%	374,188	206,082	580,270
6	Foothill	6.2304%	1,750,890	964,291	2,715,181
7	Gardena	1.3315%	374,171	206,072	580,243
8	La Mirada	0.0240%	6,733	3,708	10,441
9	Long Beach	5.8026%	1,630,675	898,084	2,528,758
10	Montebello	2.0302%	570,527	314,214	884,741
11	Norwalk	0.7961%	223,727	123,216	346,944
12	Redondo Beach DR	0.0171%	4,816	2,652	7,468
13	Redondo Beach MB	0.1691%	47,514	26,168	73,682
14	Santa Monica	4.9708%	1,396,905	769,336	2,166,241
15	Torrance	1.5728%	442,003	243,430	685,433
	Eligible Operators:				
16	Antelope Valley	1.6016%	450,099	247,889	697,988
17	Santa Clarita	1.4054%	394,942	217,512	612,454
18	LADOT Local	2.0714%	582,114	320,596	902,710
19	LADOT Express	1.0753%	302,174	166,420	468,594
20	Foothill BSCP	0.6727%	189,047	104,116	293,164
21	Total Municipal Operators	31.3164%	8,800,694	4,846,926	13,647,620
22	County of Los Angeles		-	65,143	65,143
23	**Total Funds Allocated**	**100.0000%**	**$ 28,102,490**	**$ 15,542,410**	**$ 43,644,899**

Notes:

(1) STA and SGR portion of SB1 will be allocated based on Measure R allocation methodology.

(2) Preliminary estimates. Subject to the submittal of eligible projects.

ATTACHMENT C

RESOLUTION NO. 21-47

RESOLUTION OF THE CITY OF MONTEBELLO AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECITALS

WHEREAS, the City of Montebello is an eligible project sponsor and MAY RECEIVE State Transit Assistance funding from the State of Good Repair Account (SGR) or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (hereinafter the "Department") as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the Montebello City Council has reviewed and approved a list of projects for funding under this program; and

WHEREAS, the City agrees to comply with all conditions and requirements set forth in the Certification and Assurances document as identified in Attachment A; and

WHEREAS, the City of Montebello wishes to delegate authorization to execute required documents and any amendments thereto to the City Manager and appointed Designee.

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

APPROVES THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1); AND

SECTION 1: Approvals and Certifications.

1. Certifies that the City Manager and appointed Designee be authorized to execute all required documents of the SGR and any Amendments thereto with the California Department of Transportation; and
2. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines for all SGR funded transit projects; and

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 23rd day of June 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-47 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 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

ITEM # 23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Award Professional Services Agreement No. 3889 to Air & Lube Systems, Inc., for the Transit Bus Lift (Hoist) Replacement, Request for Proposal No. 21-30**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Award Professional Services Agreement No. 3889 to Air & Lube Systems, Inc., in an amount not-to-exceed Four Hundred Ninety-Nine Thousand, Six Hundred Seventy-Five Dollars ($499,675) for the Transit Bus Lift (Hoist) Replacement, Request For Proposal No. 21-30; and

2) Authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the city of Montebello; and

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

On June 8, 2021, after further discussion with Montebello Bus Lines' (MBL) staff, Air & Lube Systems, Inc. ("Air & Lube"), submitted a best value contract pricing of $499,675. The project cost was reduced due to the reassessment of the price associated with the saw-cut and disposal of existing concrete pavement, soil excavation, and the demolition and removal of existing lift equipment. Air & Lube emphasized that the proposed cost reduction will not compromise the integrity of the service provided.

This project will be funded utilizing Fiscal Year 2019-20 Senate Bill 1/ State Transit Assistance (SB1/STA) (Account No. 202--922-2019-6010.10). There is currently $1,135,528 appropriated in this account, therefore, a budget amendment is not required to fund the total project cost of $499,675.

BACKGROUND

On May 13, 2021, the City of Montebello ("City") published the Transit Bus Lift (Hoist) Replacement Request for Proposal, No. 21-30 ("RFP No. 21-30"). RFP No. 21-30 was developed to ensure that the successful proposer will provide the engineering and technical expertise required for the removal and replacement of two paired piston style in-ground bus lifts, its related accessories, and underground structures located at the Transportation facility.

Proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com.

All proposals were due Friday, May 28, 2021. MBL received five (5) proposals from the following vendors: Southwest Lift & Equipment, Inc., Metro Builders & Engineers Group, Ltd., Autolift Services, Makai Solutions, and Air & Lube.

Each proposal demonstrated that the respective vendor possessed the expertise and experience of projects completed for cities with an operational structure similar to MBL. Proposers were asked to thoroughly review the requirements for RFP No. 21-30 and submit a completed proposal package that included a submission checklist. In addition, it was the proposer's responsibility to review and acknowledge all publicly announced addendums and craft their scope of service in accordance with such changes.

ANALYSIS

On June 3, 2021, an Evaluation Committee comprised of five (5) internal raters (MBL staff) evaluated the five (5) responsive proposals. The evaluations were conducted to ensure each proposal was reviewed and scored fairly without bias.

The Evaluation Committee was asked to rate each proposal using the criteria below, as it related to the scope of work:

Qualitative/Price Considerations		
1	Work Plan	15%
2	Quality of Proposed Personnel	10%
3	Experience and Qualifications	25%
4	Technical Approach	30%
5	Best Value to MBL	20%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Proposed Cost	Panel Score
Air & Lube Systems Inc.	$518,175	87%
Metro Builders & Engineers Group, Ltd	$708,462	78%
Southwest Lift & Equipment, Inc.	$463,192	74%
Autolift Services	$362,312	69%
Makai Solutions	$504,799	58%

Air & Lube was selected over the competitors based upon a review of the qualitative attributes (i.e., work plan, quality of proposed personnel, experience and qualifications, and technical approach) presented in their proposal. Notwithstanding the submission of a proposal with a higher cost of service when compared to other proposals, Air & Lube presented a more qualified team with extensive transit experience and expertise most advantageous to the City.

The Evaluation Committee reviewed and assessed the proposal as being most responsive. Air & Lube provided the required documents and exhibits as stated in the RFP No. 21-30 guidelines. To this point, Air & Lube provided a detailed project plan with clear definitive deadlines, roles and responsibilities, and expectations customized to MBL's needs to minimize operational disruption throughout the construction period. The project schedule emphasized that each lift will be replaced and construction completed in succession, in accordance with the General Terms and Conditions of RFP No. 21-30 (Section 2, Page 13). MBL elected the two-phase construction schedule to ensure maximum accessibility to equipment in an attempt to avoid any disruptions to the daily operation amid construction.

The entire project will be self-performed by Air & Lube's qualified project management team who possess over 18 years of experience related to the replaced heavy-duty vehicle lifts. In 2020, Air & Lube completed four (4) Heavy-Duty Vehicle Lift projects and currently has four (4) projects ongoing. Seven (7) of the eight (8) projects are for clients that service buses within the transportation industry. Furthermore, Air & Lube referenced several projects completed for transit agencies with an operational structure similar to MBL.

Air & Lube's technical approach detailed a step-by-step outline of the processes for each project phase: system design, removal, and installation. The system design included blueprint plans, permits, and the manufacturer's brochures. Following the completion of the construction phase, Air & Lube will conduct equipment testing, operator training, and provide a three (3) year warranty for MBL's Maintenance staff.

Lastly, Air & Lube is a certified Disadvantaged Business Enterprise (DBE) that has provided substantial proof of its ability to provide a turn-key solution that supersedes the

competitors while meeting the criteria of the DBE program administered by the City in accordance with 49 CFR Part 26.

Acknowledging these facts, it is evident that Air & Lube provided the most comprehensive proposal and demonstrated the credibility required to perform the scope of service requested in RFP No. 21-30.

SUMMARY

Staff recommends that the City Council award a Professional Services Agreement (attached hereto in substantial form) to Air & Lube Systems, Inc., for the Transit Bus Lift (Hoist) Replacement Request for Proposal No. 21-30, in an amount not-to-exceed Four Hundred Ninety-Nine Thousand, Six Hundred Seventy-Five Dollars ($499,675); authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the City and; direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S):

A. Attachment A – Draft Agreement
B. Attachment B – Request for Proposal (RFP), No. 21-30
C. Attachment C – Air & Lube Systems, Inc. Proposal
D. Attachment D – Price Sheet

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3889 WITH AIR & LUBE SYSTEMS, INC.

THIS AGREEMENT ("Agreement") is made and entered into on June 23, 2021, by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and Air and Lube Systems, Inc., a California corporation (C2057693) (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist the CITY by providing the engineering and technical expertise required for the removal and replacement of two (2) paired piston style in-ground bus lifts, its related accessories, and underground structures located at the Transportation facility; 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, CITY's Request for Proposals ("RFP") dated May 13, 2021("RFP No. 21-30"), as such is set forth fully in **Exhibit "A"** is attached hereto and incorporated fully herein by this reference; and

WHEREAS, CONTRACTOR's proposal and "Best and Final Offer" to RFP No. 21-30 dated June 8, 2021, as such is set forth fully in **Exhibit "B"** is attached hereto and incorporated fully herein by this reference ("Contractor's Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in RFP No. 21-30 and Contractor's Proposal , as such is set forth fully in **Exhibits A and B** (hereinafter the "Professional Services").

B. CONTRACTOR shall complete the Professional 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 a sum not-to-exceed **Four Hundred Ninety-Nine Thousand, Six Hundred Seventy-Five Dollars ($499,675)** (the "Maximum Compensation") for the performance of the Professional Services as set forth in the Price Sheet attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation").

CONTRACTOR shall provide an itemized billing statement to CITY 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 upon completion of the Scope of Services set forth in Exhibits A and B. 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.

SECTION 2. TERM; NOTICE TO PROCEED; AND SURVIVAL

A. This Agreement shall commence on June 23, 2021, and shall terminate upon completion of the Professional Services; provided such shall be on or before **December 23, 2021** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

B. CONTRACTOR shall not commence any Professional Services until first receiving a written Notice to Proceed from CITY.

C. The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. 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 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 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." Where applicable, upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

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

SECTION 4. 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 requested and approved in writing by the City.

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.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

CITY's 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 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of 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 be seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. 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 13. INDEMNIFICATION.

CONTRACTOR agrees to 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 to the extent 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 or active negligence of CITY.

SECTION 14. 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 subcontractors, 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 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, 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 min mum 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.

CONTACTOR 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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

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

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

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

the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Young-Gi Kim Harabedian, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) YKimHarabedian@cityofmontebello.com
If to Contractor:	Air and Lube Systems, Inc. Attn: Miguel Micheltorena, Owner 8353 Demetre Ave Sacramento, CA 95828 (916) 642-7201 mmicheltorena@airandlube.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and subcontractors, 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 24. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONTRACTOR")
City of Montebello	**Air and Lube Systems, Inc.**
René Bobadilla, City Manager	Miguel Micheltorena, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:
Exhibit A – Request for Proposals (RFP), No. 21-30
Exhibit B – Contractor's Proposal
Exhibit C – Contractor's Compensation Sheet

Exhibit “A”

Request for Proposals (RFP), No. 21-30

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 21-30

Montebello BUS LINES

TRANSIT BUS LIFT (HOIST) REPLACEMENT

May 13th, 2021

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
https://www.planetbids.com/portal

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Exhibit G – Buy America Provisions/ Certificates
Exhibit H – Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions
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Exhibit J – Performance Bond
Exhibit K – Irrevocable Standby Letter of Credit Certificate
Exhibit L – Bank Draft

INTRODUCTION

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

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

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

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

DATE: May 13th, 2021

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-30

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

TRANSIT BUS LIFT (HOIST) REPLACEMENT

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

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

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

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

Proposals must be received by **Friday, May 28th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

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

The City reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where

such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Thursday	May 13th, 2021	REQUEST FOR PROPOSAL (RFP) RELEASE
Tuesday	May 18th, 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Friday	May 21st, 2021	ANSWERS TO QUESTIONS
Friday	May 28th, 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of June 21st, 2021	PRESENTATIONS & INTENT TO AWARD	

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 # 41	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Buy America Provisions	Exhibit G	
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit H	
19	Performance Guarantee Certification	Exhibit I	
20	Performance Bond	Exhibit J	
21	Irrevocable Stand-By Letter of Credit Certificate	Exhibit K	
22	Bank Draft	Exhibit L	
	OPTIONAL ITEMS		
23	Requests for exceptions or deviations	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Friday, May 28th, 2021.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Tuesday, May 18th, 2021.** No questions will be answered individually by the City or MBL.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

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

Payment Schedule: Monthly
Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

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

ACCESS TO SITE

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

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

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

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

SELECTIVE DEMOLITION

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

PREPARATION

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

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

AWARD OF CONTRACT

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

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

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

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

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

No agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 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 sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

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

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

The Evaluation Committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing Proposal will be 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	25 points
4	Technical Approach	30 points
	TOTAL	**80 points**

Price Considerations

The Price Proposals will be evaluated as follows:

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

Proposer Price Score = Best Price Proposal x 20 (Total Points Available for Price Evaluation).

SECTION 3 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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

PREVAILING WAGES

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

PAYROLL RECORDS

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

HOURS OF WORK

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

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

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

CLASSIFICATION OF CONTRACTOR'S LICENSE

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

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

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

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

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

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

APPRENTICES

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

SECTION 4 – OTHER REQUIREMENTS

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

(a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

(b) Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

(c) Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

(i) When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

(ii) When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.

(iii) When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

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

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

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

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

(d) Permits: The contractor shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

CLEAN AIR/ WATER POLLUTION/ ENERGY CONSERVATION

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

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

BOND REQUIREMENTS

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

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable 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 J. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

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

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract 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 K. Irrevocable Stand-By Letter of Credit Certificate and Exhibit L. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

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

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

SECTION 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. The Contractor must have at least 5 years experience installing in-ground vehicle lifts.
C. All electrical work must be performed with a C10 licensed electrician.
D. The Contractor must install the lifts with personnel trained by the lift manufacturer.
E. The Contractor is responsible for installing the lifts in accordance with the lift manufactures recommended installation guidelines.
F. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
G. 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.
H. 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.
I. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 – SCOPE OF WORK

Replacement of two (2) bus lift (hoist) systems as well as associated accessories, electrical components, and underground structures. The project is to replace two pairs of piston-style bus hoists with new scissor-style lifts mounted flush into the floor, new electrical power, and applicable lift pit/foundations and pit

drains. Provide all scissor lifts design, engineering, permits, labor, construction supervision, materials, tools, and equipment necessary for the installation of new fully functional in-ground scissor-style bus lifts.

This Work includes:

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

Lift Description:

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

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

Features:

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

Lift Certification Requirements:

A. Materials shall comply with ISO, E.N. and meet or exceed 9000 standards.

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

Capacities:

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

Oil Requirements:

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

Front Scissor Post:

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

Rear Scissor Post:

A. The rear stationary scissor lifting post shall be of the same design construction and rise as the front post.

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

Hydraulic System:

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

Controls:

The lift controls shall be operated from a stationary pedestal or hand pendent. A single control button or joystick shall be able to operate one lift post at a time or both simultaneously. The lift should be able to

raise or lower the vehicle level without separate controls. The lift control panel shall in corporate communications with the operator through the use of an LCD screen and/or fault and activation lighting.

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

Acceptance Testing:

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

Training:

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

Warranty:

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

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSIT BUS LIFT (HOIST) REPLACEMENT

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals ("RFP") dated January 28, 2021 ("RFP No. 21-30") with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all which are incorporated herein and made part of this Agreement, as though fully set forth herein.

A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements;
B. RFP No. 21-30;
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 ……, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

A. RFP No. 21-30;
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 be 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.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the

Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. CALIFORNIA LABOR CODE

A. **Licenses, Permits, Fees, and Assessments**. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).

B. **Prevailing Wage Laws**.

i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.

ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.

iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq*., including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.

iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.

v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.

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

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

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

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

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

SECTION 18. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed 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 19. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 20. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 22. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 23. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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

SECTION 24. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

CONTRACTOR

_____
_____
_____
_____

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 26. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 *et seq*.) and Government Code section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 27. FORCE MAJEURE

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

SECTION 28. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
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. 21-30

TRANSIT BUS LIFT (HOIST) REPLACEMENT

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

_____

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: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Transit Bus Lift (Hoist) Replacement

Indemnitor(s): _____

(List all names)

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

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

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

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

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

At Least Three (3) References

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

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

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

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 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 $500,000 per occurrence for all covered losses and no less than $1,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $500,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $500,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $500,000 per claim and in the aggregate. The policy must "pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it’s officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage’s and automobile coverage’s with respect to liability arising out of successful Proposer’s work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 21-30
TRANSIT BUS LIFT (HOIST) REPLACEMENT

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Existing concrete pavement saw-cut and disposal	$
Lump sum	Demolition and removal of existing lift equipment	$
Lump sum	*Soil excavation	$
Lump sum	Concrete foundation and floor	$
Two (2) units	New bus lift equipment	$
Lump sum	Electrical installation cost	$
Lump sum	Installation of new bus lift equipment (excluding electrical costs)	$
	TOTAL	$

*Assume 8 feet below grade and 18 cubic yards

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

List other costs/fees:

Description	Cost/Fees

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Current DBE Certification? _____ Yes* _____ *No

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

Total $ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of sub-Contractors (DBE and Non-DBE)

Part I

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

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

EXHIBIT G

"BUY AMERICA" PROVISION

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

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____ _____
Signature of Company Official Date

_____
Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____
Signature of Attorney Date

EXHIBIT I

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 J

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, executers, 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 it 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 K

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 L

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 Proposal

6/8/2021

Response to Request for Proposal (RFP) No. 21-30 – Transit Bus Lift (Hoist) Replacement (Revised 6-8-19)

Prepared for:

City of Montebello Transportation Department

Attention: Evaluation Committee

400 South Taylor Ave.

Montebello, CA 90640

AIR & LUBE SYSTEMS, INC.

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5. **APPENDIX** 19

8353 Demetre Ave., Sacramento, CA 95828
CA Contractor's Lic# 287715
(916) 381-5588

June 8, 2021

City of Montebello Transportation Department
Attention: Evaluation Committee
400 South Taylor Ave.
Montebello, CA 90640

RE: Response to REQUEST FOR PROPOSAL (RFP) No. 21-30 – TRANSIT BUS LIFT (HOIST) REPLACEMENT

Dear City of Montebello:

Air & Lube Systems Inc. ("ALS") appreciates the opportunity to present the qualifications of our assembled team in response to Request for Proposal (RFP) No. 21-30 – Transit Bus Lift (Hoist) Replacement.

ALS is confident we are the highest quality team for this project. Our proposal will demonstrate we have significant experience with both decommissioning heavy duty vehicle lifts and installing new heavy duty vehicle lifts. Recent projects include the decommissioning of twelve in-ground bus lifts at Foothill Transit and new bus lift installation projects at City of Santa Clarita, Pierce County Transit, California Department of Forestry, LA Metro, Monterey-Salinas Transit (2 separate projects), City and County of San Francisco, Sacramento Unified School District, Lodi Unified School District, and Nevada County. It is also worth noting we have ample project management, construction, and installation resources to ensure the project is executed in the shortest timeframe possible to minimize the impact on facility operations.

Beyond executing a high quality construction project, we are also focused on ensuring the City of Montebello receives sustainable value throughout the expected life of the equipment. Located in Azusa, Air & Lube Systems prides itself on providing highly experienced service technicians with rapid response times to ensure your equipment is kept up and running.

Our formal response to the topics and questions in the RFP will be addressed in subsequent pages. We would also welcome the opportunity to meet in person should the City of Montebello look to enable a more substantive discussion around our proposal, equipment capabilities / features, qualifications, or any other topic of interest.

Please don't hesitate to reach out to me if I can help answer any additional questions about our qualifications. Below is my contact information:

Miguel Micheltorena
Owner and Secretary
Office: (916) 642-7201
Cell: (415) 971-3190
Fax: (916) 381-5522
Email: mmicheltorena@airandlube.com

Sincerely,

Miguel Micheltorena
Owner and Secretary
Air & Lube Systems, Inc.
8353 Demetre Ave.
Sacramento, CA 95828

1. PROJECT MANAGEMENT PLAN

Air & Lube Systems believes detailed planning with clear deadlines and roles and responsibilities leads to efficiently executed projects. Our proposed Project Management Plan for the City of Montebello is included below as Table 1. Steps 12 – 16 are repeated a second time for the installation of the second lift.

TABLE 1: Project Management Plan Including Allocation of Responsibilities

Task ID	Task Description	Responsible Entity	Team Member(s)
1			
2	Approval of Intent to Award	City of Montebello	City of Montebello
3	Sign Contract	City of Montebello and Air & Lube Systems	City of Montebello, Miguel Micheltorena
4	Prepare Drawings / Submittals	Air & Lube Systems	Roman Fursov
5	Owner Review	City of Montebello	City of Montebello
6	Obtain Permit	Air & Lube Systems	Roman Fursov
7			
8	Manufacturing	Rotary Lift	Doug Spiller, Troy Clewis
9	Delivery	Rotary Lift	Doug Spiller, Troy Clewis
10			
11	Mobilization	Air & Lube Systems	Matt Alexius, Kris Dyas, Eric Oliver
12	Removal of Existing Lifts	Air & Lube Systems	
13	Pit Modifications – Concrete Work	Air & Lube Systems	
14	Install and Trim Lifts	Air & Lube Systems	
15	Testing and Commissioning of Lifts	City of Montebello and Air & Lube Systems	City of Montebello, Kris Dyas
16	Operator Training	City of Montebello and Air & Lube Systems	City of Montebello, TJ Richardson
17	Demobilize	Air & Lube Systems	Kris Dyas, Eric Oliver

Table 2 on the following page lays out a Preliminary Project Schedule with dates for specific milestones. With respect to the Project Schedule, we bring to the City of Montebello's attention the following given some well publicized industrial supply chain and logistics industry challenges.

Lead times on raw inputs and final equipment are currently severely stretched. We have allocated approximately eleven (11) weeks from when we place the order to Rotary for the EFX lifts to when Rotary would expect to complete the manufacturing of the equipment and ship the two vehicle lifts. In order to save time on the overall project schedule and given this is a

straightforward replacement of two existing inground heavy duty vehicle lifts, we are only waiting for client approval (i.e. City of Montebello) prior to placing the order to Rotary. We are not waiting for approved permits before placing the order as we might otherwise do when equipment lead times are shorter.

On all items related to the Project Schedule, we would look to coordinate with the City of Montebello on these approaches to ensure they align with the City's goals.

It is also worth noting, we are replacing the lifts sequentially so as to comply with the requirement that one of the two lifts remains operational at all times. Hereagain, we would look to work with the City's representatives should the desire to complete the project in a more rapid timeframe, outweigh the benefits of keeping one of the two bays operational at all times.

Table 2: Preliminary Project Schedule for City of Montebello Transit Bus Lifts Replacement

EST. PROJECT SCHEDULE - CITY OF MONTEBELLO - REPLACEMENT OF HEAVY DUTY BUS LIFTS

ID	TASK NAME	Start Date	End Date	Week Beginning	Week #
1	***CONSTRUCTION PLANNING***				
2	- Approval of Intent to Award	6/21/21	6/25/21		
3	- Sign Contract (inc. Bonds, Insurance Certs, etc.)	6/28/21	7/2/21		
4	- Prepare Drawings / Submittals for Owner Approval	7/5/21	7/23/21		
5	- Owner Review	7/26/21	8/13/21		
6	- Obtain Permit (After Owner's Approval)	8/16/21	9/10/21		
7	***MANUFACTURING AND DELIVERY OF HEAVY DUTY VEHICLE LIFTS***				
8	- Equipment Lead Time / Manufacturing	7/26/21	10/10/21		
9	- Delivery to Project Site	10/11/21	10/15/21		
10	***PHASE I CONSTRUCTION (REPLACEMENT OF FIRST HEAVY DUTY VEHICLE LIFT)***				
11	- Mobilization	9/13/21	9/13/21		
12	- Removal of Existing Lift	9/14/21	9/24/21		
13	- Pit Modification - Concrete Work	9/27/21	10/15/21		
14	- Install and Trim Lift	10/18/21	10/26/21		
15	- Testing and Commissioning	10/27/21	10/28/21		
16	- Operator Training	10/29/21	10/29/21		
17	***PHASE II CONSTRUCTION (REPLACEMENT OF SECOND HEAVY DUTY VEHICLE LIFT)***				
18	- Removal of Existing Lift	10/27/21	11/9/21		
19	- Pit Modification - Concrete Work	11/10/21	11/19/21		
20	- Install and Trim Lift	11/22/21	12/3/21		
21	- Testing and Commissioning	12/6/21	12/7/21		
22	- Operator Training	12/8/21	12/9/21		
23	- Demobilize	12/10/21	12/10/21		

2. PROPOSED PROJECT TEAM

Air & Lube Systems' team for this project will include Miguel Micheltorena (Owner and Safety Officer), Roman Fursov (Heavy Duty Project Manager for Public Works Projects), Paul Kargl (GM, Southern California), and Kris Dyas (Field Foreman). With many construction projects completed for municipalities and transit agencies since the beginning of 2018, the City of Montebello will benefit from Air & Lube Systems' highly efficient construction project management and superior execution in the field.

Project management will be led by Roman Fursov. On the front-end of the project, he will be responsible for developing the project plan, drawings, submittals, and permitting. Once past the planning stage, Roman will coordinate with City of Montebello project representatives and facility personnel to execute the project. Onsite management and execution will be led by Paul Kargl and Kris Dyas.

Specific qualifications for the assembled team are highlighted on Table 3 on the following page:

TABLE 3: Qualifications / Brief Resumes of the Staff Proposed for this Assignment

Name / Title	Years of Experience	Background / Responsibilities	Municipal / State / Transit Agency Experience in Last Five Years
Construction Projects Team			
Miguel Micheltorena Owner	25	▪ Leads proposal development and contracting functions for public works projects ▪ One of two Safety Officers for the Company ▪ Active field participation on project phases where hazardous substance removal is involved	▪ AC Transit ▪ Altamont Commuter Express Service ▪ Bay Area Rapid Transit ▪ California Air Resources Board ▪ California Highway Patrol (3 projects) ▪ City of Roseville ▪ City of San Francisco ▪ City of Torrance ▪ City of Tucson (SunTran) ▪ County of Kern ▪ Foothill Transit ▪ Golden Empire Transit ▪ LA Metro (2 projects) ▪ Lodi Unified School District ▪ Monterey-Salinas Transit (2 projects) ▪ Nevada County ▪ Plumas County ▪ Sacramento Unified School District ▪ San Diego Association of Governments (SANDAG) ▪ SunLine Transit ▪ West Bay Sanitary
Roman Fursov Heavy Duty Project Manager	21	▪ Heavy Duty Project Manager on all contracted municipal and transit agency projects ▪ Construction Superintendent from 2001 to 2016 ▪ Range of equipment installation experience includes heavy duty in-ground and above ground vehicle lift systems vehicle wash systems, , exhaust systems, bridge cranes, lubrication systems, and compressed air systems	
Paul Kargl GM, Southern California	18	▪ Oversees all operations in Southern California ▪ Responsibilities include customer relations, project scheduling, human / capital resource allocation, overseeing field installation teams, and internal/external project coordination	
Kris Dyas Field Foreman	18	▪ Lead execution resource for heavy duty vehicle lift systems ▪ Part of Air & Lube Systems design team for heavy duty vehicle lifts, bus washes, lubrication systems, and compressed air systems ▪ Significant heavy duty vehicle lift system installation experience including recent projects at Foothill Transit, LA Metro, and Lodi Unified School District	

Air & Lube Systems, Inc. will self-perform 100% of the work and not utilize any subcontractors for this project. Self-performing the entire scope of the project allows for consistently high quality construction and efficiency by removing the “learn on the job” approach employed by certain contractors and subcontractors.

3. QUALIFICATIONS AND EXPERIENCE

Company Overview

Founded in 1997, Air & Lube Systems ("ALS or the Company") is a leading distributor, installer, and servicer of fleet maintenance facility equipment in California, Nevada, and Arizona. ALS procures and installs a wide range of complex equipment including hydraulic lifts for buses and trains, bus and train wash systems, vehicle wash systems, water reclaim systems, bridge cranes, lubrication systems, compressed air systems, fueling systems, and vehicle exhaust systems, amongst many other types of equipment.

Air & Lube Systems possesses the following licenses: A-General Engineering Contractor, B-General Building Contractor, C10-Electrical, C61/D21-Machinery and Pumps, and HAZ-Hazardous Substances Removal. ALS's primary markets include municipal, transit, and automotive dealership service facilities.

ALS is a certified Disadvantaged Business Enterprise by the State of California Department of Transportation (Certification #: 46670), certified Minority Business Enterprise (MBE) by the California Public Utilities Commission (Certification #: 19000054), and certified Small Business by the State of California Department of General Services (Certification #: 24508).

The Company operates its business from locations in Azusa, Sacramento, and Tulare. Its team of 73 highly experienced professionals consist of Equipment Installers (33), Service Technicians (12), Project Managers (3), Estimators (4), CAD (1), and various Administrative professionals (20). Bonding capacity is ~$5.0 million per project and ~$15 million in aggregate. A copy of our Company Resume follows summarizing certain of the above information follows as Exhibit 1.

With respect to the insurance requirements for this project, Air & Lube Systems carries very robust insurance policies. **Air & Lube Systems unequivocally states that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Air & Lube Systems, Inc. be awarded a contract pursuant to this RFP**. A recent Certificate of Insurance for another customer is provided as Exhibit 2 highlighting our robust coverages that meet or exceed the specific requirements from the City of Montebello for this project.

Lastly, our company is in Good Standing with the State of California. Our Certificate of Status from the Secretary of State follows as Exhibit 3.

Exhibit 1: Company Resume

Company Profile	▪ Founded in 1997, Air & Lube Systems is the leading fleet maintenance service facility equipment contractor covering California, Nevada, and Arizona ▪ "One stop shop" for equipment and installation of bus washes, vehicle lifts, lubrication systems, compressed air systems, exhaust systems, industrial fans, cranes, and work benches, amongst many other types of equipment ▪ Services include construction, consultation, system design, piping, equipment procurement and installation, operator training, and maintenance / service
Key Project Personnel	Owner: Miguel Micheltorena; mmicheltorena@airandlube.com; (916) 642-7201 President: Dennis Thomsen; dthomsen@airandlube.com; (916) 642-7219 Southern California GM: Paul Kargl; pkargl@airandlube.com; (323) 727-7576 Project Management: Roman Fursov; rfursov@airandlube.com; (916) 642-7218 Estimating: Mike Bewsey; mbewsey@airandlube.com; (916) 642-7206
Workforce	▪ 73 employees; 18 employees with over 10 years with the business ▪ Member of Millwrights union
Licenses / Bonding Capacity	<u>Licenses</u> CA (#287715) AZ (#289245, #289246) NV (#72009, #72010) <u>Bonding Capacity</u> >$5MM (individual project) ~$15MM (aggregate) <u>License Classifications</u> A – General Engineering Contractor B – General Building Contractor C-10 – Electrical C-61 / D21 – Machinery and Pumps Hazardous Substances
Certifications	Disadvantaged Business Enterprise Certificate #: 46670 Small Business Designation Certificate #: 24508 Minority Business Enterprise (MBE) Certificate #: 19000054
Locations	Sacramento Los Angeles Tulare
Authorized Distributor Relationships	Heavy Duty Vehicle Lifts Lubrication Systems Air Compressors Bus & Train Wash Systems Bridge Cranes Please inquire for our full list of authorized distributor relationships.

Exhibit 2: Certificate of Liability Insurance (Example)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2021

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 HUB International Insurance Services Inc. 3636 American River Drive, Suite 200 Sacramento CA 95864 License#: 0757776 AIRANDL-01	**CONTACT NAME:** Debbie Williams **PHONE (A/C, No, Ext):** 916-480-4124 **FAX (A/C, No):** 916-993-7224 **E-MAIL ADDRESS:** Debbie.Williams@hubinternational.com
INSURED Air and Lube Systems, Inc. 8353 Demetre Avenue Sacramento CA 95828	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Financial Pacific Insurance Company — 31453 **INSURER B :** Aspen Specialty Insurance — 10717 **INSURER C :** National Union Fire Insurance Company — 19445 **INSURER D :** Crum & Forster Specialty Insurance Company — 44520 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1052512335 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	60525528	8/4/2020	8/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	60525528	8/4/2020	8/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CX004J620	8/4/2020	8/4/2021	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC016433217	10/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Professional Liability/Pollution Installation Floater	Y	Y	PKC110110 60525528	8/4/2020 8/4/2020	8/4/2021 8/4/2021	$10,000 Ded. - Limit $1,000 Ded. - Limit	$1,000,000 $600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITS #STN441, Contract 21-S-CU-024, Hydraulic Bus Lift Test, Inspection & Maintenance Services.

Additional Insured: San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors or assignees where required by written contract. Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.

Forms: CA7109 0117, CG2010 0413, CG2037 0413, CG7103 0717, EN0109 0211, EN0111 0211, EN0115 0211, EN0119 0211, IL7105 1014, WC040361 1190

CERTIFICATE HOLDER	**CANCELLATION**
San Mateo County Transit District c/o Insurance Tracking Services, Inc. (ITS) PO Box 198 Long Beach CA 90801	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**

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Exhibit 3: Certificate of Status with State of California

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	AIR & LUBE SYSTEMS, INC.
File Number:	C2057693
Registration Date:	10/09/1997
Entity Type:	DOMESTIC STOCK CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of May 26, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 27, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: Z1JDLWY

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

Heavy Duty Vehicle Lift Experience

With heavy duty vehicle lifts at the heart of any municipal / transit agency vehicle maintenance facility, heavy duty vehicle lifts are a key part of Air & Lube Systems' core offering. As outlined on Table 4 on the following page, we have completed ten projects involving heavy duty vehicle lifts in the last five years with an additional four (4) currently in process. Most of these projects have involved the installation of multiple heavy duty vehicle lifts.

Equally as important as the proper installation of a new heavy duty vehicle lift is the proper and safe removal of the old lift. With significant risk of existing soil contamination, it is critical to select a contractor that is properly credentialed. Beyond the standard Hazardous Substances license certification from the Contractors State License Board, Air & Lube Systems employs a credentialed Safety Officer with Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification to supervise the removal of the existing in-ground vehicle lifts. Copies of these Certifications are included in the Appendix as Exhibits 6 and 7.

Please see Table 4 on the following page highlighting our recent heavy duty vehicle lift projects as well as a Letter from Rotary Lifts noting Air & Lube Systems' status as a Rotary Authorized Installer (Exhibit 4).

TABLE 4: Selected Projects in Last Five Years Involving Heavy Duty Vehicle Lifts

Client	Scope of Service	Contract Amount	Completion Date
Pierce County Transit (Lakewood, WA)	Installation of **Heavy Duty Vehicle Lift** and Two Bus Wash Systems	$2,043,032	2022 (projected)
CA Dept. of Forestry (Georgetown, CA)	Replacement of **One Heavy Duty Vehicle Lift**	$238,541	2021 (projected)
City of Santa Clarita (Santa Clarita, CA)	Replacement of Three **Heavy Duty Vehicle Lifts**, Replacement of Bus Wash, and Other Equipment	$937,680	2021 (projected)
Monterey Salinas Transit (King City, CA)	Installation of **Heavy Duty Vehicle Lifts**, Bus Wash, Air Compressors, Vacuums Systems, Fluid Dispensing, and Cleaning Equipment	$1,787,668	2021 (projected)
City of Torrance (Torrance, CA)	**Decommissioning of In-Ground Vehicle Lifts**, New Concrete Footings, and **Installation of New Lifts**	$211,344	2020
Lodi Unified School District (Lodi, CA)	Installation of **Heavy Duty Vehicle Lifts**, Lubrication System, Compressed Air System, and Wheel Servicing Equipment	$491,507	2020
Foothill Transit (West Covina, CA)	**Decommissioning of Heavy Duty In-Ground Vehicle Lifts** and Installation of New Floor Coating	$998,407	2020
Nevada County Operations Center (Grass Valley, CA)	Installation of **Heavy Duty Vehicle Lift**, Fluid Dispensing System, Compressed Air System, Monorail Hoist / Trolley, and Misc. Shop Equipment	$466,958	2020
Los Angeles County MTA (Los Angeles, CA)	Installation of **Heavy Duty Vehicle Lifts**, Storage Equipment, Cleaning Equipment, Fume Extraction, Cranes, and Other Miscellaneous Shop Equipment	$2,108,906	2019
Sacramento Unified School District (Sacramento, CA)	Maintenance Facility including **Heavy Duty Vehicle Lift**, Lubrication System, Bus Wash, and Miscellaneous Shop Equipment	$748,546	2019
City and County of San Francisco (San Francisco, CA)	Design and Installation of Fluid Dispensing, Air Compressors, Storage Equipment, Wash Equipment, **Vehicle Lifts**, Cranes, and Other Miscellaneous Shop Equipment	$7,587,602	2018
Monterey Salinas Transit (Monterey, CA)	Installation of Bus Wash, Air Compressors, Vacuums Systems, Fluid Dispensing, Cleaning Equipment, **Heavy Duty Vehicle Lifts**, and Water Recycling Systems	$3,047,756	2018
San Diego Association of Governments (SANDAG) (San Diego, CA)	Design and Installation of Bus Wash Equipment, Vacuum System, **Heavy Duty Vehicle Lifts**, and Storage Equipment	$1,349,766	2017
Regional Transportation Commission (RTC) of Washoe County (Reno, NV)	Installation of **Heavy-Duty Vehicle Lifts**, Lubrication Systems, Exhaust Reels, Monorail, and Miscellaneous Shop Equipment	$970,615	2017

Exhibit 4: Manufacturer's Letter Regarding Air & Lube Systems as an Authorized Installer

VEHICLE SERVICE GROUP | 2700 Lanier Drive | Madison, Indiana 47250
www.rotarylift.com | 800.640.5438

March 8, 2021

Re: RAI Status

To Whom It May Concern;

Air & Lube Systems Inc. of Sacramento, CA is a Rotary Lift Distributor and Rotary Authorized Installer. Air & Lube Systems Inc. is in good standing with Rotary Lift and they have completed all training, insurance, and contract requirements with Rotary Lift.

Air & Lube Systems Inc. is authorized to install, service and conduct training on all light and heavy duty products for Rotary Lift.

If you have any questions, please feel free to contact me at 812-493-4308.

Regards

Frank Nowaczyk
Service Excellence Manager – The Americas

4. TECHNICAL APPROACH

Project Understanding of Objectives and Work Requirements

Developed through a review of Section 6 – Scope of Work, project manual, drawings, a review of the job site, and many years of experience with heavy duty vehicle lifts, Air & Lube Systems has a very solid understanding of the project requirements.

The basic scope of the project is to remove two (2) existing inground lifts and replace them with new Rotary EFX60 2-post lifts.

A very high level overview of the onsite work involved includes the following:

<u>System Design</u>

1) Provide engineered design for the new scissor lifts, foundations, and drain systems
2) Secure permits from the City of Montebello Building & Safety Division

<u>Removal Phase</u>

1) Radar scan of the floor for underground utilities
2) Remove and properly dispose all hydraulic fluid from the system (underground hydraulic lines to be double contained)
3) Remove and properly dispose of the power units
4) Remove and properly dispose of the cylinders
5) Remove and properly dispose of the saddles
6) Demolition of and removal of concrete pavement and concrete foundations
7) Remove and properly dispose all excavated materials (soil and piping)
8) Backfill of existing hoist pits

<u>Installation Phase</u>

1) Construction of new concrete hoist pits/foundations including installation of new pit drainage systems, conduits for hydraulic piping and electrical wiring, and reinforced concrete floor pavement
2) Install two (2) new Rotary EFX60 2-post inground lifts (including biodegradable vegetable oil)
3) Provide Electrical and Hydraulics to two (2) new EFX60 lifts
4) Testing
5) Operator training

Included on the following page is an overview of the Rotary EFX60 heavy duty vehicle lift.

Lastly, please note that Air & Lube Systems has included an extended three (3) year warranty as per the project requirements noted in the Scope of Work section of the RFP.

Exhibit 5: Rotary EFX 60 Brochure

EFX60™/90™
MODULAR INGROUND SCISSOR LIFTS

AXLE-ENGAGING LIFTS
AVAILABLE IN TWO and THREE POST SERIES FOR TANDEM AXLES
Capacities: 60,000 lbs. / 90,000 lbs.

Proven by robust scissor lifting technology, exclusive patented features, shallow pit construction and environmental concerns, this is the most user-friendly, reliable and productivity boosting lift in its class.

MODULAR DESIGN ADVANTAGES

Shallow Pit Design
The lift installs in a 3' deep concrete trench, greatly reducing installation costs. Routine maintenance is quick and easy because components are within easy reach.

Environmentally Responsible
Contained within a concrete trench providing protection for the lift and the environment. Operates with an efficient low volume/high pressure hydraulic system that uses 3.5 gallons of fluid per scissor.

Heavy Duty Pivot Pins are stronger than comparable lift designs. Coated with Smartguard™ corrosion protection keeping the lift operational and productive.

Heavy Duty Links are more robust than other related lifts.

Heavier Capacity Cover Plates are stronger than comparable lifts.

Bolt-on Wheel Spotting Dish for accurate vehicle spotting every time.

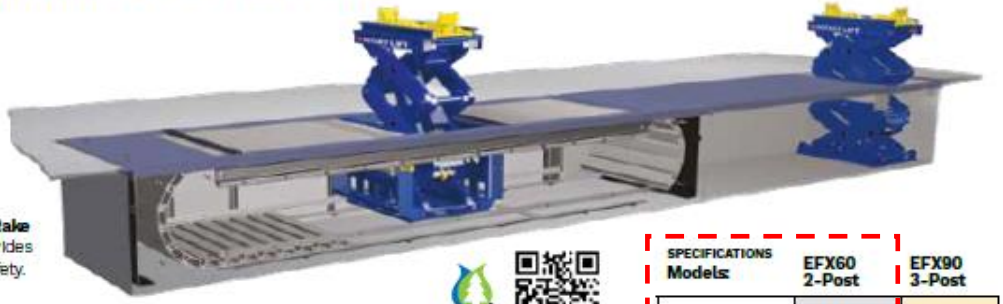
The EFX's patented Universal Saddle System recesses flush with the floor with the adapters in place providing a quick and easy setup. Adapter versatility is a result of selecting inserts and adapters to fit a variety of heavy-duty vehicles with the greatest range of adjustments and adapter combinations in its class.

Adjustment range and rotated adapters with an off-set transaxle.

Standard flip-up pads

SADDLE AND ADAPTER OPTIONS - PAGE 6

Exclusive Negative Rake Locking System provides greater technician safety.



Model: EFX60X
60,000 lbs. capacity

WATCH AND LEARN ABOUT THE EFX

Upright Control Console eliminates the need to bend down to run the lift - operates from a comfortable, standing position. Shown with optional pendant controls.

OPTIONAL Pendant Controls allow for operation away from the lift console.

EFX90™
THREE POST SERIES IN TANDEM AND ARTICULATED AXLE CONFIGURATION

Three heavy duty scissors provide 90,000 lbs. of lifting capacity

SPECIFICATIONS Models:	EFX60 2-Post	EFX90 3-Post
Lifting Capacity	60,000 lbs.	90,000 lbs.
Lifting Capacity (front piston)	30,000 lbs.	30,000 lbs.
Lifting Capacity (center piston)	N/A	30,000 lbs.
Lifting Capacity (rear piston)	30,000 lbs.	30,000 lbs.
Power Unit	10hp (7.457kw)	15hp (11.21kw)
Pressure	3,900 psi	3,900 psi
Oil Displacement	7 gal.	11 gal.
Rise (front piston)	70"	70"
Rise (center piston)	N/A	70"
Rise (rear piston)	70"	70"
Std. Adapter Adjustment*	28 3/8" - 52"	28 3/8" - 52"

*Optional adapters provide adjustment range

Standard colors of lifts and consoles are blue RAL5005

5. APPENDIX

Exhibit 6: Associate Safety Professional Credential

Board of Certified Safety Professionals

ASP®

Upon the recommendation of the Board of Certified Safety Professionals,
by virtue of the authority vested in it, has conferred on

Miguel Micheltorena

the credential of

Associate Safety Professional

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually and meets all recertification requirements.

The wallet card is the official documentation of certification.

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

BOARD OF CERTIFIED SAFETY PROFESSIONALS

August 14, 2019
DATE ISSUED

ASP-30880
CERTIFICATION NUMBER

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements, BCSP hereby authorizes the use of

Associate Safety Professional (ASP)
to
Miguel Micheltorena

Effective	Certificate	Expires
08/14/2019	ASP-30880	12/31/2021

SECRETARY

To verify current status, visit directory.bcsp.org.

Exhibit 7: HAZWOPER Training Certification

Certificate of Completion

This certifies that

MIGUEL MICHELTORENA

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs
Julius P. Griggs
Instructor #892

2009211330208
Certificate Number

9/21/2020
Issue Date

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

SAFETY UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley,CA 93063
(888) 309-SAFE (7233) or 805 306-8027
https://www.safetyunlimited.com

Annual Refresher Training Required

Exhibit “C”

Contractor’s Compensation Sheet

Revised 6/8/2021

EXHIBIT D

RFP No. 21-30
TRANSIT BUS LIFT (HOIST) REPLACEMENT

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Existing concrete pavement saw-cut and disposal	$ 65,417.00
Lump sum	Demolition and removal of existing lift equipment	$ 17,552.00
Lump sum	*Soil excavation	$ 21,478.00
Lump sum	Concrete foundation and floor	$ 64,719.00
Two (2) units	New bus lift equipment	$ 266,613.00
Lump sum	Electrical installation cost	$ 9,941.00
Lump sum	Installation of new bus lift equipment (excluding electrical costs)	$ 53,955.00
	TOTAL	$ 499,675.00

*Assume 8 feet below grade and 18 cubic yards

Provide soil excavation price per cubic yard if over 18 cubic yards	$ 552/Cubic Yard	$ 552/Cubic Yard

List other costs/fees:

Description	Cost/Fees
N/A	N/A

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 21-30

Montebello BUS LINES

TRANSIT BUS LIFT (HOIST) REPLACEMENT

May 13th, 2021

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
https://www.planetbids.com/portal

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Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)
Exhibit G – Buy America Provisions/ Certificates
Exhibit H – Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions
Exhibit I – Performance Guarantee Certification
Exhibit J – Performance Bond
Exhibit K – Irrevocable Standby Letter of Credit Certificate
Exhibit L – Bank Draft

INTRODUCTION

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

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

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

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

DATE: May 13th, 2021

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-30

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

TRANSIT BUS LIFT (HOIST) REPLACEMENT

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

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

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

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

Proposals must be received by **Friday, May 28th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

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

The City reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where

such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Thursday	May 13th, 2021	REQUEST FOR PROPOSAL (RFP) RELEASE
Tuesday	May 18th, 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Friday	May 21st, 2021	ANSWERS TO QUESTIONS
Friday	May 28th, 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of June 21st, 2021	PRESENTATIONS & INTENT TO AWARD	

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 # 41	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Buy America Provisions	Exhibit G	
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit H	
19	Performance Guarantee Certification	Exhibit I	
20	Performance Bond	Exhibit J	
21	Irrevocable Stand-By Letter of Credit Certificate	Exhibit K	
22	Bank Draft	Exhibit L	
	OPTIONAL ITEMS		
23	Requests for exceptions or deviations	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Friday, May 28th, 2021.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Tuesday, May 18th, 2021.** No questions will be answered individually by the City or MBL.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

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

Payment Schedule: Monthly
Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

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

ACCESS TO SITE

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

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

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

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

SELECTIVE DEMOLITION

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

PREPARATION

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

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

AWARD OF CONTRACT

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

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

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

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

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

No agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 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 sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

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

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

The Evaluation Committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing Proposal will be 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	25 points
4	Technical Approach	30 points
	TOTAL	**80 points**

Price Considerations

The Price Proposals will be evaluated as follows:

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

Proposer Price Score = Best Price Proposal x 20 (Total Points Available for Price Evaluation).

SECTION 3 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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

PREVAILING WAGES

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

PAYROLL RECORDS

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

HOURS OF WORK

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

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

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

CLASSIFICATION OF CONTRACTOR'S LICENSE

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

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

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

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

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

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

APPRENTICES

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

SECTION 4 – OTHER REQUIREMENTS

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

(a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

(b) Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

(c) Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

(i) When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

(ii) When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.

(iii) When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

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

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

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

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

(d) Permits: The contractor shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

CLEAN AIR/ WATER POLLUTION/ ENERGY CONSERVATION

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

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

BOND REQUIREMENTS

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

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable 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 J. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

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

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract 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 K. Irrevocable Stand-By Letter of Credit Certificate and Exhibit L. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

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

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

SECTION 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. The Contractor must have at least 5 years experience installing in-ground vehicle lifts.
C. All electrical work must be performed with a C10 licensed electrician.
D. The Contractor must install the lifts with personnel trained by the lift manufacturer.
E. The Contractor is responsible for installing the lifts in accordance with the lift manufactures recommended installation guidelines.
F. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
G. 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.
H. 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.
I. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 – SCOPE OF WORK

Replacement of two (2) bus lift (hoist) systems as well as associated accessories, electrical components, and underground structures. The project is to replace two pairs of piston-style bus hoists with new scissor-style lifts mounted flush into the floor, new electrical power, and applicable lift pit/foundations and pit

drains. Provide all scissor lifts design, engineering, permits, labor, construction supervision, materials, tools, and equipment necessary for the installation of new fully functional in-ground scissor-style bus lifts.

This Work includes:

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

Lift Description:

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

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

Features:

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

Lift Certification Requirements:

A. Materials shall comply with ISO, E.N. and meet or exceed 9000 standards.

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

Capacities:

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

Oil Requirements:

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

Front Scissor Post:

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

Rear Scissor Post:

A. The rear stationary scissor lifting post shall be of the same design construction and rise as the front post.

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

Hydraulic System:

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

Controls:

The lift controls shall be operated from a stationary pedestal or hand pendent. A single control button or joystick shall be able to operate one lift post at a time or both simultaneously. The lift should be able to

raise or lower the vehicle level without separate controls. The lift control panel shall in corporate communications with the operator through the use of an LCD screen and/or fault and activation lighting.

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

Acceptance Testing:

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

Training:

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

Warranty:

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

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSIT BUS LIFT (HOIST) REPLACEMENT

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals ("RFP") dated January 28, 2021 ("RFP No. 21-30") with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all which are incorporated herein and made part of this Agreement, as though fully set forth herein.

A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements;
B. RFP No. 21-30;
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 ……, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 4. CONTRACT DOCUMENTS.

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

A. RFP No. 21-30;
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 be 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.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the

Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

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

SECTION 17. CALIFORNIA LABOR CODE

A. **Licenses, Permits, Fees, and Assessments**. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).

B. **Prevailing Wage Laws**.

i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.

ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.

iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq*., including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.

iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.

v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.

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

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

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

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

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

SECTION 18. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed 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 19. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 20. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 22. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 23. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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

SECTION 24. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

CONTRACTOR

_____
_____
_____
_____

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 26. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 *et seq*.) and Government Code section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 27. FORCE MAJEURE

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

SECTION 28. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
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. 21-30

TRANSIT BUS LIFT (HOIST) REPLACEMENT

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

_____

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: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Transit Bus Lift (Hoist) Replacement

Indemnitor(s): _____

(List all names)

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

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

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

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

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

At Least Three (3) References

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

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

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

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 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 $500,000 per occurrence for all covered losses and no less than $1,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $500,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $500,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $500,000 per claim and in the aggregate. The policy must "pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it’s officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage’s and automobile coverage’s with respect to liability arising out of successful Proposer’s work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

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

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 21-30
TRANSIT BUS LIFT (HOIST) REPLACEMENT

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Existing concrete pavement saw-cut and disposal	$
Lump sum	Demolition and removal of existing lift equipment	$
Lump sum	*Soil excavation	$
Lump sum	Concrete foundation and floor	$
Two (2) units	New bus lift equipment	$
Lump sum	Electrical installation cost	$
Lump sum	Installation of new bus lift equipment (excluding electrical costs)	$
	TOTAL	$

*Assume 8 feet below grade and 18 cubic yards

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

List other costs/fees:

Description	Cost/Fees

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Current DBE Certification? _____ Yes* _____ *No

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

Total $ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of sub-Contractors (DBE and Non-DBE)

Part I

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

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

EXHIBIT G

"BUY AMERICA" PROVISION

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

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____ _____
Signature of Company Official Date

_____
Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____
Signature of Attorney Date

EXHIBIT I

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 J

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, executers, 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 it 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 K

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 L

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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6/8/2021

Response to Request for Proposal (RFP) No. 21-30 – Transit Bus Lift (Hoist) Replacement (Revised 6-8-19)

Prepared for:

City of Montebello Transportation Department

Attention: Evaluation Committee

400 South Taylor Ave.

Montebello, CA 90640

AIR & LUBE SYSTEMS, INC.

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8353 Demetre Ave., Sacramento, CA 95828
CA Contractor's Lic# 287715
(916) 381-5588

June 8, 2021

City of Montebello Transportation Department
Attention: Evaluation Committee
400 South Taylor Ave.
Montebello, CA 90640

RE: Response to REQUEST FOR PROPOSAL (RFP) No. 21-30 – TRANSIT BUS LIFT (HOIST) REPLACEMENT

Dear City of Montebello:

Air & Lube Systems Inc. ("ALS") appreciates the opportunity to present the qualifications of our assembled team in response to Request for Proposal (RFP) No. 21-30 – Transit Bus Lift (Hoist) Replacement.

ALS is confident we are the highest quality team for this project. Our proposal will demonstrate we have significant experience with both decommissioning heavy duty vehicle lifts and installing new heavy duty vehicle lifts. Recent projects include the decommissioning of twelve in-ground bus lifts at Foothill Transit and new bus lift installation projects at City of Santa Clarita, Pierce County Transit, California Department of Forestry, LA Metro, Monterey-Salinas Transit (2 separate projects), City and County of San Francisco, Sacramento Unified School District, Lodi Unified School District, and Nevada County. It is also worth noting we have ample project management, construction, and installation resources to ensure the project is executed in the shortest timeframe possible to minimize the impact on facility operations.

Beyond executing a high quality construction project, we are also focused on ensuring the City of Montebello receives sustainable value throughout the expected life of the equipment. Located in Azusa, Air & Lube Systems prides itself on providing highly experienced service technicians with rapid response times to ensure your equipment is kept up and running.

Our formal response to the topics and questions in the RFP will be addressed in subsequent pages. We would also welcome the opportunity to meet in person should the City of Montebello look to enable a more substantive discussion around our proposal, equipment capabilities / features, qualifications, or any other topic of interest.

Please don't hesitate to reach out to me if I can help answer any additional questions about our qualifications. Below is my contact information:

Miguel Micheltorena
Owner and Secretary
Office: (916) 642-7201
Cell: (415) 971-3190
Fax: (916) 381-5522
Email: mmicheltorena@airandlube.com

Sincerely,

Miguel Micheltorena
Owner and Secretary
Air & Lube Systems, Inc.
8353 Demetre Ave.
Sacramento, CA 95828

1. PROJECT MANAGEMENT PLAN

Air & Lube Systems believes detailed planning with clear deadlines and roles and responsibilities leads to efficiently executed projects. Our proposed Project Management Plan for the City of Montebello is included below as Table 1. Steps 12 – 16 are repeated a second time for the installation of the second lift.

TABLE 1: Project Management Plan Including Allocation of Responsibilities

Task ID	Task Description	Responsible Entity	Team Member(s)
1			
2	Approval of Intent to Award	City of Montebello	City of Montebello
3	Sign Contract	City of Montebello and Air & Lube Systems	City of Montebello, Miguel Micheltorena
4	Prepare Drawings / Submittals	Air & Lube Systems	Roman Fursov
5	Owner Review	City of Montebello	City of Montebello
6	Obtain Permit	Air & Lube Systems	Roman Fursov
7			
8	Manufacturing	Rotary Lift	Doug Spiller, Troy Clewis
9	Delivery	Rotary Lift	Doug Spiller, Troy Clewis
10			
11	Mobilization	Air & Lube Systems	Matt Alexius, Kris Dyas, Eric Oliver
12	Removal of Existing Lifts	Air & Lube Systems	
13	Pit Modifications – Concrete Work	Air & Lube Systems	
14	Install and Trim Lifts	Air & Lube Systems	
15	Testing and Commissioning of Lifts	City of Montebello and Air & Lube Systems	City of Montebello, Kris Dyas
16	Operator Training	City of Montebello and Air & Lube Systems	City of Montebello, TJ Richardson
17	Demobilize	Air & Lube Systems	Kris Dyas, Eric Oliver

Table 2 on the following page lays out a Preliminary Project Schedule with dates for specific milestones. With respect to the Project Schedule, we bring to the City of Montebello's attention the following given some well publicized industrial supply chain and logistics industry challenges.

Lead times on raw inputs and final equipment are currently severely stretched. We have allocated approximately eleven (11) weeks from when we place the order to Rotary for the EFX lifts to when Rotary would expect to complete the manufacturing of the equipment and ship the two vehicle lifts. In order to save time on the overall project schedule and given this is a

straightforward replacement of two existing inground heavy duty vehicle lifts, we are only waiting for client approval (i.e. City of Montebello) prior to placing the order to Rotary. We are not waiting for approved permits before placing the order as we might otherwise do when equipment lead times are shorter.

On all items related to the Project Schedule, we would look to coordinate with the City of Montebello on these approaches to ensure they align with the City's goals.

It is also worth noting, we are replacing the lifts sequentially so as to comply with the requirement that one of the two lifts remains operational at all times. Hereagain, we would look to work with the City's representatives should the desire to complete the project in a more rapid timeframe, outweigh the benefits of keeping one of the two bays operational at all times.

Table 2: Preliminary Project Schedule for City of Montebello Transit Bus Lifts Replacement

EST. PROJECT SCHEDULE - CITY OF MONTEBELLO - REPLACEMENT OF HEAVY DUTY BUS LIFTS

ID	TASK NAME	Start Date	End Date	Week Beginning	Week #
1	***CONSTRUCTION PLANNING***				
2	- Approval of Intent to Award	6/21/21	6/25/21		
3	- Sign Contract (inc. Bonds, Insurance Certs, etc.)	6/28/21	7/2/21		
4	- Prepare Drawings / Submittals for Owner Approval	7/5/21	7/23/21		
5	- Owner Review	7/26/21	8/13/21		
6	- Obtain Permit (After Owner's Approval)	8/16/21	9/10/21		
7	***MANUFACTURING AND DELIVERY OF HEAVY DUTY VEHICLE LIFTS***				
8	- Equipment Lead Time / Manufacturing	7/26/21	10/10/21		
9	- Delivery to Project Site	10/11/21	10/15/21		
10	***PHASE I CONSTRUCTION (REPLACEMENT OF FIRST HEAVY DUTY VEHICLE LIFT)***				
11	- Mobilization	9/13/21	9/13/21		
12	- Removal of Existing Lift	9/14/21	9/24/21		
13	- Pit Modification - Concrete Work	9/27/21	10/15/21		
14	- Install and Trim Lift	10/18/21	10/26/21		
15	- Testing and Commissioning	10/27/21	10/28/21		
16	- Operator Training	10/29/21	10/29/21		
17	***PHASE II CONSTRUCTION (REPLACEMENT OF SECOND HEAVY DUTY VEHICLE LIFT)***				
18	- Removal of Existing Lift	10/27/21	11/9/21		
19	- Pit Modification - Concrete Work	11/10/21	11/19/21		
20	- Install and Trim Lift	11/22/21	12/3/21		
21	- Testing and Commissioning	12/6/21	12/7/21		
22	- Operator Training	12/8/21	12/9/21		
23	- Demobilize	12/10/21	12/10/21		

2. PROPOSED PROJECT TEAM

Air & Lube Systems' team for this project will include Miguel Micheltorena (Owner and Safety Officer), Roman Fursov (Heavy Duty Project Manager for Public Works Projects), Paul Kargl (GM, Southern California), and Kris Dyas (Field Foreman). With many construction projects completed for municipalities and transit agencies since the beginning of 2018, the City of Montebello will benefit from Air & Lube Systems' highly efficient construction project management and superior execution in the field.

Project management will be led by Roman Fursov. On the front-end of the project, he will be responsible for developing the project plan, drawings, submittals, and permitting. Once past the planning stage, Roman will coordinate with City of Montebello project representatives and facility personnel to execute the project. Onsite management and execution will be led by Paul Kargl and Kris Dyas.

Specific qualifications for the assembled team are highlighted on Table 3 on the following page:

TABLE 3: Qualifications / Brief Resumes of the Staff Proposed for this Assignment

Name / Title	Years of Experience	Background / Responsibilities	Municipal / State / Transit Agency Experience in Last Five Years
Construction Projects Team			
Miguel Micheltorena Owner	25	▪ Leads proposal development and contracting functions for public works projects ▪ One of two Safety Officers for the Company ▪ Active field participation on project phases where hazardous substance removal is involved	▪ AC Transit ▪ Altamont Commuter Express Service ▪ Bay Area Rapid Transit ▪ California Air Resources Board ▪ California Highway Patrol (3 projects) ▪ City of Roseville ▪ City of San Francisco ▪ City of Torrance ▪ City of Tucson (SunTran) ▪ County of Kern ▪ Foothill Transit ▪ Golden Empire Transit ▪ LA Metro (2 projects) ▪ Lodi Unified School District ▪ Monterey-Salinas Transit (2 projects) ▪ Nevada County ▪ Plumas County ▪ Sacramento Unified School District ▪ San Diego Association of Governments (SANDAG) ▪ SunLine Transit ▪ West Bay Sanitary
Roman Fursov Heavy Duty Project Manager	21	▪ Heavy Duty Project Manager on all contracted municipal and transit agency projects ▪ Construction Superintendent from 2001 to 2016 ▪ Range of equipment installation experience includes heavy duty in-ground and above ground vehicle lift systems vehicle wash systems, , exhaust systems, bridge cranes, lubrication systems, and compressed air systems	
Paul Kargl GM, Southern California	18	▪ Oversees all operations in Southern California ▪ Responsibilities include customer relations, project scheduling, human / capital resource allocation, overseeing field installation teams, and internal/external project coordination	
Kris Dyas Field Foreman	18	▪ Lead execution resource for heavy duty vehicle lift systems ▪ Part of Air & Lube Systems design team for heavy duty vehicle lifts, bus washes, lubrication systems, and compressed air systems ▪ Significant heavy duty vehicle lift system installation experience including recent projects at Foothill Transit, LA Metro, and Lodi Unified School District	

Air & Lube Systems, Inc. will self-perform 100% of the work and not utilize any subcontractors for this project. Self-performing the entire scope of the project allows for consistently high quality construction and efficiency by removing the “learn on the job” approach employed by certain contractors and subcontractors.

3. QUALIFICATIONS AND EXPERIENCE

Company Overview

Founded in 1997, Air & Lube Systems ("ALS or the Company") is a leading distributor, installer, and servicer of fleet maintenance facility equipment in California, Nevada, and Arizona. ALS procures and installs a wide range of complex equipment including hydraulic lifts for buses and trains, bus and train wash systems, vehicle wash systems, water reclaim systems, bridge cranes, lubrication systems, compressed air systems, fueling systems, and vehicle exhaust systems, amongst many other types of equipment.

Air & Lube Systems possesses the following licenses: A-General Engineering Contractor, B-General Building Contractor, C10-Electrical, C61/D21-Machinery and Pumps, and HAZ-Hazardous Substances Removal. ALS's primary markets include municipal, transit, and automotive dealership service facilities.

ALS is a certified Disadvantaged Business Enterprise by the State of California Department of Transportation (Certification #: 46670), certified Minority Business Enterprise (MBE) by the California Public Utilities Commission (Certification #: 19000054), and certified Small Business by the State of California Department of General Services (Certification #: 24508).

The Company operates its business from locations in Azusa, Sacramento, and Tulare. Its team of 73 highly experienced professionals consist of Equipment Installers (33), Service Technicians (12), Project Managers (3), Estimators (4), CAD (1), and various Administrative professionals (20). Bonding capacity is ~$5.0 million per project and ~$15 million in aggregate. A copy of our Company Resume follows summarizing certain of the above information follows as Exhibit 1.

With respect to the insurance requirements for this project, Air & Lube Systems carries very robust insurance policies. **Air & Lube Systems unequivocally states that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Air & Lube Systems, Inc. be awarded a contract pursuant to this RFP**. A recent Certificate of Insurance for another customer is provided as Exhibit 2 highlighting our robust coverages that meet or exceed the specific requirements from the City of Montebello for this project.

Lastly, our company is in Good Standing with the State of California. Our Certificate of Status from the Secretary of State follows as Exhibit 3.

Exhibit 1: Company Resume

Company Profile	▪ Founded in 1997, Air & Lube Systems is the leading fleet maintenance service facility equipment contractor covering California, Nevada, and Arizona ▪ "One stop shop" for equipment and installation of bus washes, vehicle lifts, lubrication systems, compressed air systems, exhaust systems, industrial fans, cranes, and work benches, amongst many other types of equipment ▪ Services include construction, consultation, system design, piping, equipment procurement and installation, operator training, and maintenance / service
Key Project Personnel	Owner: Miguel Micheltorena; mmicheltorena@airandlube.com; (916) 642-7201 President: Dennis Thomsen; dthomsen@airandlube.com; (916) 642-7219 Southern California GM: Paul Kargl; pkargl@airandlube.com; (323) 727-7576 Project Management: Roman Fursov; rfursov@airandlube.com; (916) 642-7218 Estimating: Mike Bewsey; mbewsey@airandlube.com; (916) 642-7206
Workforce	▪ 73 employees; 18 employees with over 10 years with the business ▪ Member of Millwrights union
Licenses / Bonding Capacity	<u>Licenses</u> CA (#287715) AZ (#289245, #289246) NV (#72009, #72010) <u>Bonding Capacity</u> >$5MM (individual project) ~$15MM (aggregate) <u>License Classifications</u> A – General Engineering Contractor B – General Building Contractor C-10 – Electrical C-61 / D21 – Machinery and Pumps Hazardous Substances
Certifications	Disadvantaged Business Enterprise Certificate #: 46670 Small Business Designation Certificate #: 24508 Minority Business Enterprise (MBE) Certificate #: 19000054
Locations	Sacramento Los Angeles Tulare
Authorized Distributor Relationships	Heavy Duty Vehicle Lifts Lubrication Systems Air Compressors Bus & Train Wash Systems Bridge Cranes Please inquire for our full list of authorized distributor relationships.

Exhibit 2: Certificate of Liability Insurance (Example)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2021

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 HUB International Insurance Services Inc. 3636 American River Drive, Suite 200 Sacramento CA 95864 License#: 0757776 AIRANDL-01	**CONTACT NAME:** Debbie Williams **PHONE (A/C, No, Ext):** 916-480-4124 **FAX (A/C, No):** 916-993-7224 **E-MAIL ADDRESS:** Debbie.Williams@hubinternational.com
INSURED Air and Lube Systems, Inc. 8353 Demetre Avenue Sacramento CA 95828	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Financial Pacific Insurance Company — 31453 **INSURER B :** Aspen Specialty Insurance — 10717 **INSURER C :** National Union Fire Insurance Company — 19445 **INSURER D :** Crum & Forster Specialty Insurance Company — 44520 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1052512335 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	60525528	8/4/2020	8/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	60525528	8/4/2020	8/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CX004J620	8/4/2020	8/4/2021	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC016433217	10/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Professional Liability/Pollution Installation Floater	Y	Y	PKC110110 60525528	8/4/2020 8/4/2020	8/4/2021 8/4/2021	$10,000 Ded. - Limit $1,000 Ded. - Limit	$1,000,000 $600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITS #STN441, Contract 21-S-CU-024, Hydraulic Bus Lift Test, Inspection & Maintenance Services.

Additional Insured: San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors or assignees where required by written contract. Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.

Forms: CA7109 0117, CG2010 0413, CG2037 0413, CG7103 0717, EN0109 0211, EN0111 0211, EN0115 0211, EN0119 0211, IL7105 1014, WC040361 1190

CERTIFICATE HOLDER	**CANCELLATION**
San Mateo County Transit District c/o Insurance Tracking Services, Inc. (ITS) PO Box 198 Long Beach CA 90801	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**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Exhibit 3: Certificate of Status with State of California

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	AIR & LUBE SYSTEMS, INC.
File Number:	C2057693
Registration Date:	10/09/1997
Entity Type:	DOMESTIC STOCK CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of May 26, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 27, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: Z1JDLWY

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

Heavy Duty Vehicle Lift Experience

With heavy duty vehicle lifts at the heart of any municipal / transit agency vehicle maintenance facility, heavy duty vehicle lifts are a key part of Air & Lube Systems' core offering. As outlined on Table 4 on the following page, we have completed ten projects involving heavy duty vehicle lifts in the last five years with an additional four (4) currently in process. Most of these projects have involved the installation of multiple heavy duty vehicle lifts.

Equally as important as the proper installation of a new heavy duty vehicle lift is the proper and safe removal of the old lift. With significant risk of existing soil contamination, it is critical to select a contractor that is properly credentialed. Beyond the standard Hazardous Substances license certification from the Contractors State License Board, Air & Lube Systems employs a credentialed Safety Officer with Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification to supervise the removal of the existing in-ground vehicle lifts. Copies of these Certifications are included in the Appendix as Exhibits 6 and 7.

Please see Table 4 on the following page highlighting our recent heavy duty vehicle lift projects as well as a Letter from Rotary Lifts noting Air & Lube Systems' status as a Rotary Authorized Installer (Exhibit 4).

TABLE 4: Selected Projects in Last Five Years Involving Heavy Duty Vehicle Lifts

Client	Scope of Service	Contract Amount	Completion Date
Pierce County Transit (Lakewood, WA)	Installation of **Heavy Duty Vehicle Lift** and Two Bus Wash Systems	$2,043,032	2022 (projected)
CA Dept. of Forestry (Georgetown, CA)	Replacement of **One Heavy Duty Vehicle Lift**	$238,541	2021 (projected)
City of Santa Clarita (Santa Clarita, CA)	Replacement of Three **Heavy Duty Vehicle Lifts**, Replacement of Bus Wash, and Other Equipment	$937,680	2021 (projected)
Monterey Salinas Transit (King City, CA)	Installation of **Heavy Duty Vehicle Lifts**, Bus Wash, Air Compressors, Vacuums Systems, Fluid Dispensing, and Cleaning Equipment	$1,787,668	2021 (projected)
City of Torrance (Torrance, CA)	**Decommissioning of In-Ground Vehicle Lifts**, New Concrete Footings, and **Installation of New Lifts**	$211,344	2020
Lodi Unified School District (Lodi, CA)	Installation of **Heavy Duty Vehicle Lifts**, Lubrication System, Compressed Air System, and Wheel Servicing Equipment	$491,507	2020
Foothill Transit (West Covina, CA)	**Decommissioning of Heavy Duty In-Ground Vehicle Lifts** and Installation of New Floor Coating	$998,407	2020
Nevada County Operations Center (Grass Valley, CA)	Installation of **Heavy Duty Vehicle Lift**, Fluid Dispensing System, Compressed Air System, Monorail Hoist / Trolley, and Misc. Shop Equipment	$466,958	2020
Los Angeles County MTA (Los Angeles, CA)	Installation of **Heavy Duty Vehicle Lifts**, Storage Equipment, Cleaning Equipment, Fume Extraction, Cranes, and Other Miscellaneous Shop Equipment	$2,108,906	2019
Sacramento Unified School District (Sacramento, CA)	Maintenance Facility including **Heavy Duty Vehicle Lift**, Lubrication System, Bus Wash, and Miscellaneous Shop Equipment	$748,546	2019
City and County of San Francisco (San Francisco, CA)	Design and Installation of Fluid Dispensing, Air Compressors, Storage Equipment, Wash Equipment, **Vehicle Lifts**, Cranes, and Other Miscellaneous Shop Equipment	$7,587,602	2018
Monterey Salinas Transit (Monterey, CA)	Installation of Bus Wash, Air Compressors, Vacuums Systems, Fluid Dispensing, Cleaning Equipment, **Heavy Duty Vehicle Lifts**, and Water Recycling Systems	$3,047,756	2018
San Diego Association of Governments (SANDAG) (San Diego, CA)	Design and Installation of Bus Wash Equipment, Vacuum System, **Heavy Duty Vehicle Lifts**, and Storage Equipment	$1,349,766	2017
Regional Transportation Commission (RTC) of Washoe County (Reno, NV)	Installation of **Heavy-Duty Vehicle Lifts**, Lubrication Systems, Exhaust Reels, Monorail, and Miscellaneous Shop Equipment	$970,615	2017

Exhibit 4: Manufacturer's Letter Regarding Air & Lube Systems as an Authorized Installer

VEHICLE SERVICE GROUP | 2700 Lanier Drive | Madison, Indiana 47250
www.rotarylift.com | 800.640.5438

March 8, 2021

Re: RAI Status

To Whom It May Concern;

Air & Lube Systems Inc. of Sacramento, CA is a Rotary Lift Distributor and Rotary Authorized Installer. Air & Lube Systems Inc. is in good standing with Rotary Lift and they have completed all training, insurance, and contract requirements with Rotary Lift.

Air & Lube Systems Inc. is authorized to install, service and conduct training on all light and heavy duty products for Rotary Lift.

If you have any questions, please feel free to contact me at 812-493-4308.

Regards

Frank Nowaczyk
Service Excellence Manager – The Americas

4. TECHNICAL APPROACH

Project Understanding of Objectives and Work Requirements

Developed through a review of Section 6 – Scope of Work, project manual, drawings, a review of the job site, and many years of experience with heavy duty vehicle lifts, Air & Lube Systems has a very solid understanding of the project requirements.

The basic scope of the project is to remove two (2) existing inground lifts and replace them with new Rotary EFX60 2-post lifts.

A very high level overview of the onsite work involved includes the following:

<u>System Design</u>

1) Provide engineered design for the new scissor lifts, foundations, and drain systems
2) Secure permits from the City of Montebello Building & Safety Division

<u>Removal Phase</u>

1) Radar scan of the floor for underground utilities
2) Remove and properly dispose all hydraulic fluid from the system (underground hydraulic lines to be double contained)
3) Remove and properly dispose of the power units
4) Remove and properly dispose of the cylinders
5) Remove and properly dispose of the saddles
6) Demolition of and removal of concrete pavement and concrete foundations
7) Remove and properly dispose all excavated materials (soil and piping)
8) Backfill of existing hoist pits

<u>Installation Phase</u>

1) Construction of new concrete hoist pits/foundations including installation of new pit drainage systems, conduits for hydraulic piping and electrical wiring, and reinforced concrete floor pavement
2) Install two (2) new Rotary EFX60 2-post inground lifts (including biodegradable vegetable oil)
3) Provide Electrical and Hydraulics to two (2) new EFX60 lifts
4) Testing
5) Operator training

Included on the following page is an overview of the Rotary EFX60 heavy duty vehicle lift.

Lastly, please note that Air & Lube Systems has included an extended three (3) year warranty as per the project requirements noted in the Scope of Work section of the RFP.

Exhibit 5: Rotary EFX 60 Brochure

EFX60™/90™
MODULAR INGROUND SCISSOR LIFTS

AXLE-ENGAGING LIFTS
AVAILABLE IN TWO and THREE POST SERIES FOR TANDEM AXLES
Capacities: 60,000 lbs. / 90,000 lbs.

Proven by robust scissor lifting technology, exclusive patented features, shallow pit construction and environmental concerns, this is the most user-friendly, reliable and productivity boosting lift in its class.

MODULAR DESIGN ADVANTAGES

Shallow Pit Design
The lift installs in a 3' deep concrete trench, greatly reducing installation costs. Routine maintenance is quick and easy because components are within easy reach.

Environmentally Responsible
Contained within a concrete trench providing protection for the lift and the environment. Operates with an efficient low volume/high pressure hydraulic system that uses 3.5 gallons of fluid per scissor.

Heavy Duty Pivot Pins are stronger than comparable lift designs. Coated with Smartguard™ corrosion protection keeping the lift operational and productive.

Heavy Duty Links are more robust than other related lifts.

Heavier Capacity Cover Plates are stronger than comparable lifts.

Bolt-on Wheel Spotting Dish for accurate vehicle spotting every time.

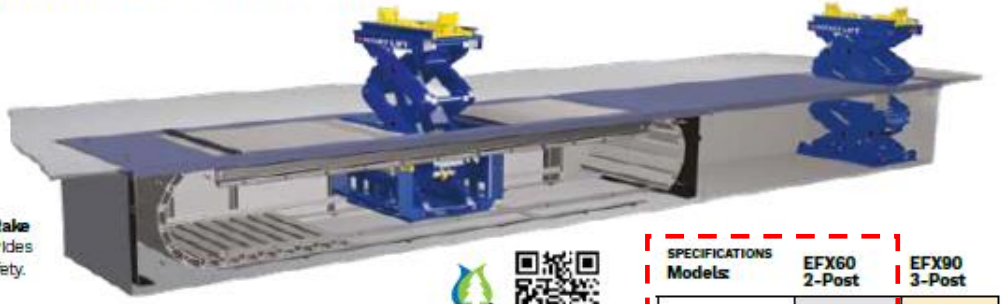
The EFX's patented Universal Saddle System recesses flush with the floor with the adapters in place providing a quick and easy setup. Adapter versatility is a result of selecting inserts and adapters to fit a variety of heavy-duty vehicles with the greatest range of adjustments and adapter combinations in its class.

Adjustment range and rotated adapters with an off-set transaxle.

Standard flip-up pads

SADDLE AND ADAPTER OPTIONS - PAGE 6

Exclusive Negative Rake Locking System provides greater technician safety.



Model: EFX60X
60,000 lbs. capacity

WATCH AND LEARN ABOUT THE EFX

Upright Control Console eliminates the need to bend down to run the lift - operates from a comfortable, standing position. Shown with optional pendant controls.

OPTIONAL Pendant Controls allow for operation away from the lift console.

EFX90™
THREE POST SERIES IN TANDEM AND ARTICULATED AXLE CONFIGURATION

Three heavy duty scissors provide 90,000 lbs. of lifting capacity

SPECIFICATIONS Models:	EFX60 2-Post	EFX90 3-Post
Lifting Capacity	60,000 lbs.	90,000 lbs.
Lifting Capacity (front piston)	30,000 lbs.	30,000 lbs.
Lifting Capacity (center piston)	N/A	30,000 lbs.
Lifting Capacity (rear piston)	30,000 lbs.	30,000 lbs.
Power Unit	10hp (7.457kw)	15hp (11.21kw)
Pressure	3,900 psi	3,900 psi
Oil Displacement	7 gal.	11 gal.
Rise (front piston)	70"	70"
Rise (center piston)	N/A	70"
Rise (rear piston)	70"	70"
Std. Adapter Adjustment*	28 3/8" - 52"	28 3/8" - 52"

*Optional adapters provide adjustment range

Standard colors of lifts and consoles are blue RAL5005

5. APPENDIX

Exhibit 6: Associate Safety Professional Credential

Board of Certified Safety Professionals

ASP®

Upon the recommendation of the Board of Certified Safety Professionals,
by virtue of the authority vested in it, has conferred on

Miguel Micheltorena

the credential of

Associate Safety Professional

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually and meets all recertification requirements.

The wallet card is the official documentation of certification.

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

BOARD OF CERTIFIED SAFETY PROFESSIONALS

August 14, 2019
DATE ISSUED

ASP-30880
CERTIFICATION NUMBER

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements, BCSP hereby authorizes the use of

Associate Safety Professional (ASP)
to
Miguel Micheltorena

Effective	Certificate	Expires
08/14/2019	ASP-30880	12/31/2021

SECRETARY

To verify current status, visit directory.bcsp.org.

Exhibit 7: HAZWOPER Training Certification

Certificate of Completion

This certifies that

MIGUEL MICHELTORENA

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs
Julius P. Griggs
Instructor #892

2009211330208
Certificate Number

9/21/2020
Issue Date

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

SAFETY UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley,CA 93063
(888) 309-SAFE (7233) or 805 306-8027
https://www.safetyunlimited.com

Annual Refresher Training Required

ATTACHMENT D

Revised 6/8/2021

EXHIBIT D

RFP No. 21-30
TRANSIT BUS LIFT (HOIST) REPLACEMENT

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Existing concrete pavement saw-cut and disposal	$ 65,417.00
Lump sum	Demolition and removal of existing lift equipment	$ 17,552.00
Lump sum	*Soil excavation	$ 21,478.00
Lump sum	Concrete foundation and floor	$ 64,719.00
Two (2) units	New bus lift equipment	$ 266,613.00
Lump sum	Electrical installation cost	$ 9,941.00
Lump sum	Installation of new bus lift equipment (excluding electrical costs)	$ 53,955.00
	TOTAL	$ 499,675.00

*Assume 8 feet below grade and 18 cubic yards

Provide soil excavation price per cubic yard if over 18 cubic yards	$ 552/Cubic Yard	$ 552/Cubic Yard

List other costs/fees:

Description	Cost/Fees
N/A	N/A

ITEM # 24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: **Adopt Resolution No. 21-45 approving the City's Investment Policy**

DATE: June 23, 2021

RECOMMENDATION (S):

It is recommended that the City Council adopt a resolution approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.

FISCAL IMPACT

Approval of the updated Investment Policy Statement has no immediate fiscal impact. State Government Code requires annual review and approval of the investment policy by a City's governing body, even if no changes are made to the policy.

The attached policy remains unchanged from the October 28, 2020 version approved by the City Council. Staff is bringing the policy for City Council review and approval to align this process with annual budget development and adoption.

BACKGROUND

State Government Code requires cities to have a City Council approved investment policy that guides the investment of idle cash. The policy is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate goal of the policy is to enhance the economic status of the City while protecting funds under management and meeting daily cash flow needs.

The City of Montebello has an investment policy statement most recently reviewed, approved and updated on October 28, 2020 (and prior to that, August 19, 2019). Government Code requires an annual review and approval of the investment policy

statement – even if no changes are made. The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. The irregular nature of review and updating of the policy required a much more thorough updating as part of October, 2020.

The recently updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello.

There are no changes to the attached award winning policy for Fiscal Year 2021-22. However, given the irregularity of prior reviews and approval, Staff is aligning this process to coincide with annual budget development and adoption. The plan going forward will be to present the investment policy, as required by Government Code, annually in June along with consideration of the subsequent year's budget.

The updated policy (Attachment B) fully incorporates Government Code Section 53601 et al allowable investments. Having the ability to further diversify funds, and improve safety and liquidity while also gaining some yield is a prudent move. Staff will work with the City Treasurer and Fiscal Accountability and Investment Committee in coming months to further diversify the City's investment portfolio, improving overall financial management and responsiveness of the portfolio to changing economic conditions.

The October, 2020 update also incorporated direction from the City Council at the September 11, 2020 Special Study Session. At that Study Session – held to review all Commissions and Committees – the City Council directed Staff to increase membership on the Investment Committee from five (5) members to seven (7). The additional two members will allow for an annual review of the City's financial performance, and satisfy Section 19 of the Measure H (Transaction and Use Tax) ordinance that speaks of Accountability.

The updated Section 19 (Attachment 2) in the policy reads as follows:

> ***19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE***
>
> *The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.*
>
> *Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at*

such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City's investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

As of the last week of May, 2021, five of the seven members have been officially sworn in. Finance staff will work to schedule a meeting of this committee in September/October, when FY 2020-21 preliminary financial results are available. The goal will be to hold such meetings quarterly going forward.

SUMMARY

The City Council is being asked to adopt a resolution approving the Investment Policy Statement of the City and Successor Agency. There are no changes to the investment policy, and it remains identical to the version adopted on October 28, 2020. This approval will begin the re-alignment of investment policy consideration to coincide with the annual review and adoption of the budget.

ATTACHMENT(S):

A. Resolution No. 21-45
B. Investment Policy Statement of the City and Successor Agency

ATTACHMENT A

RESOLUTION NO. 21-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING AN UPDATED INVESTMENT POLICY STATEMENT FOR THE CITY AND SUCCESSOR AGENCY

RECITALS

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on October 28, 2020; and

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

SECTION 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

SECTION 3. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

SECTION 4: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 23rd day of June, 2021.

_____

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-45 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 23rd day of June, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

City and Successor Agency Montebello

Investment Policy Fiscal Year 2021-22

Adopted by City Council
June 2021

City/Successor Agency of Montebello
Investment Policy

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1. INTRODUCTION

This Statement of Investment Policy ("Investment Policy" or "Policy") is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to "City" is inclusive of the "Successor Agency.")

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer’s report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
    - U.S. Treasury Securities: 110%

- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
    - U.S. Treasury Securities: 102%
    - U.S. Government Agencies: 102%

- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.

- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.

- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SCTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A” rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass–Through and Asset–Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.

B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.

C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.

D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.

E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.

F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of $500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as

provided by a NRSRO. Purchase of commercial paper from corporations on negative credit watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.

H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.

I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.

J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.

K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at $1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.

L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.

M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.

O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City's investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City's investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The

portfolio report shall include a statement certifying the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant $1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account-holders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.

ITEM # 25

RESOLUTION NO. 21-52

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 Nos. 1513, consisting of 8 pages, and including

Warrant No.
General: Checks No. 593060 through 593192;
ACH No. 657 through 706
S & A Checks No. 1481-1481

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 23rd day of June 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-52 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 23rd day of June 2021 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

Register of Demands No. 1513

From Payment Date: 06/03/21 - To Payment Date: 6/10/21

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
657	06/03/2021	$2,860.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL INC
658	06/03/2021	$300.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
659	06/03/2021	$1,549.91	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
660	06/03/2021	$1,643.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
661	06/03/2021	$220.92	SUPPLIES	20350	ALLSTAR FIRE EQUIPMENT INC
662	06/03/2021	$1,221.74	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
663	06/03/2021	$250.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
664	06/03/2021	$234.45	SUPPLIES	844	BEST LAWNMOWER INC
665	06/03/2021	$748.66	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
666	06/03/2021	$1,621.56	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
667	06/03/2021	$168.07	BUILDING IMPROVEMENTS	2889	COMLOCK SECURITY GROUP INC
668	06/03/2021	$123.62	VEHICLE MAINTENANCE/EXPENSES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
669	06/03/2021	$30.86	SUPPLIES	3108	MARIO ESPINOSA
670	06/03/2021	$60.00	CONTRACT SERVICES	23660	DAIOHS USA
671	06/03/2021	$726.03	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
672	06/03/2021	$1,178.79	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
673	06/03/2021	$9,375.00	CDBG-CV	1349	HEART OF COMPASSION
674	06/03/2021	$40.00	CARPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
675	06/03/2021	$465.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
676	06/03/2021	$250.00	TRAINING	43100	LUIS LOPEZ JR
677	06/03/2021	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
678	06/03/2021	$2,280.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.
679	06/03/2021	$1,500.00	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
680	06/03/2021	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
681	06/03/2021	$40.00	CARPOOL INCENTIVE	3164	ANNA-MARIE QUON

City of Montebello

Register of Demands No. 1513

From Payment Date: 06/03/21 - To Payment Date: 6/10/21

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
682	06/03/2021	$40.00	CARPOOL INCENTIVE	3089	NATALIE RAMIREZ
683	06/03/2021	$149.19	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
684	06/03/2021	$9,076.67	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
685	06/03/2021	$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
686	06/03/2021	$40.00	CARPOOL INCENTIVE	3165	KRISTIN SHIGENAGA
687	06/03/2021	$221.28	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
688	06/03/2021	$304.29	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
689	06/03/2021	$0.00	UNASSIGNED	35540	UNASSIGNED
690	06/10/2021	$33,847.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
691	06/10/2021	$6,053.07	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
692	06/10/2021	$21,398.21	CONTRACT SERVICES	3016	ANTARES GOLF LLC
693	06/10/2021	$322,912.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
694	06/10/2021	$1,196.21	CONTRACT SERVICES	35980	SAEED RADMEHR
695	06/10/2021	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
696	06/10/2021	$22,850.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
697	06/10/2021	$17,614.30	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
698	06/10/2021	$10,791.27	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
699	06/10/2021	$20,969.69	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
700	06/10/2021	$3,767.49	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
701	06/10/2021	$1,500.00	EDUCATION REIMBURSEMENT	2978	KIANA LOUIE
702	06/10/2021	$1,050.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
703	06/10/2021	$9,596.25	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.
704	06/10/2021	$305.55	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
705	06/10/2021	$235.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
706	06/10/2021	$1,337.97	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
	ACH TOTAL	**$512,765.10**			

City of Montebello

Register of Demands No. 1513

From Payment Date: 06/03/21 - To Payment Date: 6/10/21

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593060	06/01/2021	$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
593061	06/03/2021	$2,779.20	CONTRACT SERVICES	3177	ACCU-LINE STRIPING
593062	06/03/2021	$687.78	UTILITY SERVICES	2257	AIRESPRING INC
593063	06/03/2021	$5,471.16	SUPPLIES	62880	AMERICAN MARKER
593064	06/03/2021	$18,000.00	PREPAID EXPENSES	15200	AMERICAN PUBLIC TRANSPORTATION ASSOCIATIO
593065	06/03/2021	$160.65	UTILITY SERVICES	39550	AT&T
593066	06/03/2021	$553.36	UTILITY SERVICES	38380	AT&T
593067	06/03/2021	$32,912.74	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
593068	06/03/2021	$2,563.55	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
593069	06/03/2021	$1,989.56	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
593070	06/03/2021	$9,975.00	CONTRACT SERVICES	2735	BOB MARDIGIAN FLOOR COVERING
593071	06/03/2021	$139.58	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593072	06/03/2021	$82.06	SUPPLIES	26080	L N CURTIS & SONS
593073	06/03/2021	$193.51	FUEL	1894	ECONOMY RENTAL INC
593074	06/03/2021	$823.76	UTILITY SERVICES	2467	FUSION CLOUD SERVICES LLC
593075	06/03/2021	$476.49	TRAINING	57570	JENNIFER GARCIA CARRERA
593076	06/03/2021	$171.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
593077	06/03/2021	$410.74	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
593078	06/03/2021	$274.20	MACHINERY & EQUIPMENTS	9470	GRAINGER INC
593079	06/03/2021	$1,431.62	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS INC
593080	06/03/2021	$310.54	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
593081	06/03/2021	$11,140.87	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
593082	06/03/2021	$167.32	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
593083	06/03/2021	$6,957.65	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR INC
593084	06/03/2021	$1,984.48	CONTRACT SERVICES	9830	JOHNS LIFT REPAIR SERVICE INC

City of Montebello

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From Payment Date: 06/03/21 - To Payment Date: 6/10/21

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593085	06/03/2021	$3,222.50	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
593086	06/03/2021	$990.00	IMPROVEMENTS OTHER THAN BUILDING	3202	KOPPL PIPELINE SERVICES INC
593087	06/03/2021	$158.76	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
593088	06/03/2021	$366.34	SUPPLIES	20620	LOS ANGELES TRUCK CENTERS LLC
593089	06/03/2021	$2,646.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
593090	06/03/2021	$16,502.58	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
593091	06/03/2021	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
593092	06/03/2021	$15,568.74	PREPAID EXPENSES	25080	GOVERNMENTJOBS.COM, INC.
593093	06/03/2021	$5,321.37	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
593094	06/03/2021	$2,662.82	SUPPLIES	3002	NUTRIEN AG SOLUTIONS INC
593095	06/03/2021	$983.29	SUPPLIES	15620	OFFICE DEPOT INC
593096	06/03/2021	$48.04	UTILITY SERVICES	100	PICO WATER DISTRICT
593097	06/03/2021	$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593098	06/03/2021	$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
593099	06/03/2021	$1,050.00	TRAVEL & MEETINGS	3209	RADCO ICE LLC
593100	06/03/2021	$1,395.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
593101	06/03/2021	$4,143.50	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593102	06/03/2021	$307.16	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
593103	06/03/2021	$822.91	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593104	06/03/2021	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
593105	06/03/2021	$163.16	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593106	06/03/2021	$31.82	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
593107	06/03/2021	$180.26	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
593108	06/03/2021	$1,487.41	SUPPLIES	3145	SUPERIOR GROCERS
593109	06/03/2021	$4,113.35	UTILITY SERVICES	526	T-MOBILE USA INC
593110	06/03/2021	$10,000.00	CONTRACT SERVICES	3205	THE CHICAGO SCHOOL - CALIFORNIA INC

City of Montebello

Register of Demands No. 1513

From Payment Date: 06/03/21 - To Payment Date: 6/10/21

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593111	06/03/2021	$2,812.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
593112	06/03/2021	$2,466.53	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
593113	06/03/2021	$3,221.47	CONTRACT SERVICES	20070	UC REGENTS
593114	06/03/2021	$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES
593115	06/03/2021	$653.79	UTILITY SERVICES	23610	VERIZON WIRELESS
593116	06/03/2021	$12,808.73	SUPPLIES	3088	WAXIE'S ENTERPRISES, LLC
593117	06/03/2021	$127.34	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
593118	06/03/2021	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
593119	06/03/2021	$200.00	TRAINING	35540	BRAD KELLER
593120	06/10/2021	$900.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
593121	06/10/2021	$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
593122	06/10/2021	$2,250.00	BUILDING IMPROVEMENTS	3084	ABM INDUSTRIES INC
593123	06/10/2021	$59.03	UTILITY SERVICES	1732	AT&T CORP
593124	06/10/2021	$383.67	SUPPLIES	2689	ACRO PRINTING INC
593125	06/10/2021	$150.00	CONTRACT SERVICES	136	PATRICIA AGUILERA
593126	06/10/2021	$396.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
593127	06/10/2021	$576.06	UTILITY SERVICES	39550	AT&T
593128	06/10/2021	$4.67	UTILITY SERVICES	39550	AT&T
593129	06/10/2021	$81.99	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
593130	06/10/2021	$1,950.00	CONTRACT SERVICES	3003	BERNARDO CONCRETE INC
593131	06/10/2021	$3,850.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
593132	06/10/2021	$4,442.98	FURNITURE & FIXTURES PURCHASES	3024	BP CABINETS INC
593133	06/10/2021	$12,300.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
593134	06/10/2021	$28,100.93	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
593135	06/10/2021	$9,946.23	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593136	06/10/2021	$297.05	CONTRACT SERVICES	36870	CINTAS CORPORATION

City of Montebello

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593137	06/10/2021	$8,000.94	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
593138	06/10/2021	$495.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
593139	06/10/2021	$490.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
593140	06/10/2021	$706.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
593141	06/10/2021	$5,300.00	CONTRACT SERVICES	41130	MIHM INC
593142	06/10/2021	$150.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
593143	06/10/2021	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
593144	06/10/2021	$2,029.23	SUPPLIES	3013	FUTURE PACKAGING & PRESERVATION
593145	06/10/2021	$394.10	UNIFORM EXPENSE	55650	GALLS LLC
593146	06/10/2021	$864.68	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
593147	06/10/2021	$604.03	SUPPLIES	9470	GRAINGER INC
593148	06/10/2021	$382.44	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS INC
593149	06/10/2021	$300.00	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
593150	06/10/2021	$631.04	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
593151	06/10/2021	$0.00	VOID	4810	VOID
593152	06/10/2021	$734.07	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
593153	06/10/2021	$18,128.52	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
593154	06/10/2021	$280.00	SUPPLIES	2958	RACHEL YVONNE HOSKINS
593155	06/10/2021	$15,797.91	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
593156	06/10/2021	$219.91	SUPPLIES	15620	OFFICE DEPOT INC
593157	06/10/2021	$683.58	CONTRACT SERVICES	2977	BRIAN KEITH FISHER
593158	06/10/2021	$1,326.00	CONTRACT SERVICES	26460	ORBIT RENTALS, INC.
593159	06/10/2021	$478.35	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
593160	06/10/2021	$78,460.20	CONTRACT SERVICES	42180	PCAM, LLC
593161	06/10/2021	$420.00	CONTRACT SERVICES	3047	PHILLIPS DRAPERIES AND CURTAINS, INC
593162	06/10/2021	$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY

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593163	06/10/2021	$20,000.00	CONTRACT SERVICES	3086	PUBLIC SECTOR PERSONNEL CONSULTANTS, INC.
593164	06/10/2021	$175.76	MAIL/ POSTAL EXPENSE	503	QUADIENT, INC.
593165	06/10/2021	$19,336.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
593166	06/10/2021	$1,075.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
593167	06/10/2021	$27,191.72	PREPAID EXPENSES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
593168	06/10/2021	$83,917.54	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593169	06/10/2021	$1,248.26	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593170	06/10/2021	$22,447.36	CONTRACT SERVICES	2361	SIEMENS MOBILITY
593171	06/10/2021	$2,620.00	BUILDING IMPROVEMENTS	2976	JEREMY P. SOMMERS
593172	06/10/2021	$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRI
593173	06/10/2021	$7,918.20	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
593174	06/10/2021	$155,573.16	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593175	06/10/2021	$27,107.13	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
593176	06/10/2021	$536.23	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
593177	06/10/2021	$115.77	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
593178	06/10/2021	$7,217.44	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
593179	06/10/2021	$962.77	SUPPLIES	45120	ULINE
593180	06/10/2021	$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
593181	06/10/2021	$1,691.44	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
593182	06/10/2021	$6,897.55	UTILITY SERVICES	23610	VERIZON WIRELESS
593183	06/10/2021	$1,308.95	FRINGE BENEFITS	58990	VISION SERVICE PLAN
593184	06/10/2021	$5,501.34	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
593185	06/10/2021	$1,800.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC.
593186	06/10/2021	$16,222.88	CONTRACT SERVICES	3094	WSP USA INC.
593187	06/10/2021	$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
593188	06/10/2021	$1,539.77	UTILITY SERVICES	23610	VERIZON WIRELESS

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593189	06/10/2021	$1,301.61	UTILITY SERVICES	23610	VERIZON WIRELESS
593190	06/10/2021	$1,344.40	FUEL	19700	SYNCHRONY BANK
593191	06/10/2021	$11,108.88	CONTRACT SERVICES	4810	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
593192	06/10/2021	$700,000.00	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
	CHECK TOTAL	**$1,562,480.36**			
	TOTAL	**$2,075,245.46**			

6093 - Successor Agency

1481	06/10/2021	$84,444.63	PREPAID EXPENSES	20390	ARA SEVACHERIAN
	Total	**$84,444.63**			
	GRAND TOTAL	**$2,159,690.09**			