



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, SEPTEMBER 27, 2023 AT 6:00 PM

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

CITY COUNCIL

David N. Torres, Mayor
Scarlet Peralta, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Salvador Melendez, Councilmember
Georgina Tamayo, Councilmember

ACTING CITY MANAGER
Arlene Salazar

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Acting Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
Rita Montalvo
David Sosnowski
Adrianna Kendricks

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebellocal.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

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

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Alicia Mendoza vs. County of Los Angeles, et al.
Los Angeles County Superior Court Case No. 21STCV42900
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 2051 West Whittier Boulevard, Montebello
Agency's Negotiator: Arlene Salazar, Acting City Manager
Negotiating Party: Montebello Senior Villas
Under Negotiation: Terms of Lease
3. **PUBLIC EMPLOYEE APPOINTMENT**
Government Code Section 54957
Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

4. **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS - PRESENTATION ON PROGRAMS AND INITIATIVES**
5. **POLICE EFFORTS - CRIME UPDATES**
6. **CERTIFICATE OF RECOGNITION - BARRY**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**PUBLIC HEARING**

7. **FIRST READING AND INTRODUCTION OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 - SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACED 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and uphold the Planning Commission's recommendation to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements Nos. (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and
2. Determine and find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and
3. Introduce and waive the first reading of Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
4. Introduce and waive the first reading of Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
5. Introduce and waive the first reading of Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
6. Take such additional and/or related action that may be desirable.

REGULAR BUSINESS**8. ADOPT RESOLUTION NO. 23-69 UPDATING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION TO ADJUST "POLICE TRAINEE" SALARY RANGE****RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-69 (Compensation Plan and Table of Organization) to update the Police Trainee salary range, from range twenty-four (\$58,726 – \$73,341) to range forty-one (\$89,359 – \$111,597); and
2. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

9. APPROVE PARTICIPATION AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE UNDER THE CHARGE READY PROGRAM**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the Charge Ready Charging Infrastructure and Rebate Participation Agreement with Southern California Edison (SCE); and
2. Authorize the Acting City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

10. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) 24-6 FOR CONSULTANT SERVICES FOR PRE-EMPLOYMENT PUBLIC SAFETY BACKGROUND INVESTIGATIONS**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the issuing of a Request for Proposals (RFP) 24-6 to hire a consultant(s) to provide pre-employment public safety background investigation services; and
2. Authorize the use of up to \$75,000 to continue conducting background investigation while the RFP process is complete; and
3. Take such additional, related action that may be desirable.

11. APPROVE THE PURCHASE OF ONE PARAMEDIC RESCUE SQUAD AND RELATED EQUIPMENT AND SUPPLIES AND AUTHORIZE THE BORROWING OF TWO PARAMEDIC RESCUE SQUADS**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize an agreement with South Coast Fire Equipment, Inc. to purchase one (1) 2023 Pierce Ford F550 Rescue Squad Apparatus, for a not-to-exceed amount of \$342,317; and
2. Authorize the Acting City Manager, City Attorney and Fire Chief to enter into discussions with the County of San Bernardino and/ or the County of Los Angeles to borrow two (2) Paramedic Rescue Squads for a limited time period to allow for the acquisition of additional rescue squads; and
3. Authorize acquisition of the necessary emergency medical supplies, communications and related equipment to outfit the Paramedic Rescue Squads; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$492,317, in the following accounts and amounts: \$342,317, 100-85-860-6082 (General Fund, Fire, Suppression, Vehicle Purchase) and \$150,000, 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery and Equipment); and
5. Take such additional, related actions necessary to purchase, outfit and borrow the required rescue squad vehicles

12. APPROVE ESTABLISHING SOLE-SOURCE BLANKET PURCHASE ORDERS WITH: AFTERMARKET PARTS COMPANY, AMERICAN MOVING PARTS, CUMMINS PACIFIC, AND INLAND KENWORTH TO PURCHASE MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve establishing a sole-source blanket purchase order (PO) with The Aftermarket Parts Company, LLC (Aftermarket Parts), for the total not-to-exceed amount of One Hundred Seventy Thousand Dollars (\$170,000) to purchase Original Equipment Manufacturer (OEM) proprietary bus parts which can only be acquired through this vendor for the Fiscal Year 2023-24; and
2. Approve establishing a sole-source blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred Twenty Thousand Dollars (\$120,000), to provide drum brake and related parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for the FY 2023-24; and
3. Approve establishing a sole-source blanket PO with Cummins Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of Ninety Thousand Dollars (\$90,000), to purchase OEM vehicle parts for MBL buses and vehicle fleet parts for the MFD for the FY 2023-24; and
4. Approve establishing a sole-source blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to provide powertrain services and OEM parts for FY 2023-24; and
5. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2669 WITH CLEAN ENERGY FUELS CORP. TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR MONTEBELLO BUS LINES' COMPRESSED NATURAL GAS STATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 2669 with Clean Energy Fuels Corp. (Clean Energy), to provide maintenance and support services for Montebello Bus Lines' compressed natural gas (CNG) station for an additional one-year (1) term with additional compensation of an amount not-to-exceed One Hundred Forty Thousand Dollars (\$140,000); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

14. AWARD A PROFESSIONAL SERVICES AGREEMENT, NO. 4131, TO A AND A FLEET PAINTING INC., FOR THE EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES REQUEST FOR PROPOSAL NO. 23-11

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4131 to A and A Fleet Painting, Inc., for the Exterior Bus Graphics Decal Replacement and Repainting Services Request for Proposal No. 23-11; and
2. Authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City of Montebello with A and A Fleet Painting, Inc.; and
3. Take such additional, related action that may be desirable.

15. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4127 TO KYA SERVICES, LLC, FOR THE TRANSIT RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL NO. 23-14

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4127 to KYA Services, LLC for the Restroom Renovation Services Request for Proposal No. 23-14 (RFP No. 23-14); and
2. Authorize the Acting City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with KYA Services, LLC; and

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

16. APPROVE A LAND LEASE AGREEMENT WITH THE CITY OF BELL FOR THE INSTALLATION OF A RADIO MICROWAVE LINK

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Land Lease Agreement between the City and the City of Bell for installation of a radio microwave link on a certain designated space on the City's radio communications tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard; and,
2. Authorize the Acting City Manager to execute the Land Lease Agreement with the City of Bell; and,
3. Take such additional, related action that may be desirable.

17. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve, in the form as presented, a Second Amendment to Cannabis Business Development Agreement No. 14-19 ("Second Amendment") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable.

18. APPROVE TASK NO. 1.1 UNDER MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ON-CALL ENGINEERING DESIGN SERVICES FOR MS4 NPDES PERMIT ADDITIONAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 1.1 via an Engagement Letter under Master Retainer Agreement No. 4000 with KOA for Additional MS4 NPDES Permit Services in a not-to-exceed amount of \$185,087; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Contract Services Outside Contracts)
3. Authorize the Acting City Manager to execute the Contract Agreement, on behalf of the City; and
4. Take such additional, related, action that may be desirable

19. APPROVE EMERGENCY REPAIRS FOR THE SEWER LIFT STATION AT 348 E. LINCOLN AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Approve emergency repairs for the Sewer Lift station at 348 E. Lincoln Avenue in the total amount of \$250,000 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(A); and,
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$250,000 in Account No. 100-30-340-6040.50 (General Fund, Public Works, Sewer Operations, Contract Services Street Maintenance); and
3. Take such additional, related, action that may be desirable.

20. ADOPT CITY COUNCIL RESOLUTION NO. 23-70 NAMING A CERTAIN PUBLIC STREET "TOPGOLF DRIVE" AND RESOLUTION NO. 23-71 AUTHORIZING THE RENAMING OF THE MONTEBELLO GOLF COURSE TO BELLA VERDE RESORT AT MONTEBELLO AND RENAMING A PORTION OF VIA SAN CLEMENTE ROAD, FROM N. GARFIELD AVENUE TO THE SOUTH ENTRANCE OF THE CITY OF MONTEBELLO GOLF COURSE, AS "BELLA VERDE DRIVE"

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-70 naming a certain public street "Topgolf Drive" and Resolution No. 23-71 renaming a portion of Via San Clemente Road, from N. Garfield Avenue to the south entrance of the City of Montebello Golf Course, as "Bella Verde Drive"; and
2. Authorize the Acting City Manager to execute certificates and any other related documents to consummate the acceptance of naming and renaming the subject streets, in a form approved by the City Attorney; and
3. Authorize the renaming of the Montebello Golf Course to Bella Verde Resort at Montebello as part of Resolution No. 23-71; and
4. Take such additional, related, action that may be desirable

21. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-68 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 27, 2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Warrant Register dated September 27, 2023.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 11, 2023, at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, September 24, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**



ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **FIRST READING AND INTRODUCTION OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT (“TCA”) (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 - SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACED 12’ X 25’ STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12’X 25’ DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing and uphold the Planning Commission’s recommendation to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements Nos. (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and

2. Determine and find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the “Common Sense” exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City’s general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and
3. Introduce and waive the first reading of Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
4. Introduce and waive the first reading of Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
5. Introduce and waive the first reading of Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
6. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

In addition to the four (4) static sign faces removed under the Take Down Program, the City would receive the following community benefits: 1) a one-time Development Agreement signing bonus totaling \$80,000 (signing bonus of \$20,000 per sign face); 2) an annual development fee totaling \$40,000 per year (\$10,000 per sign face) for the four (4) digital signs; 3) a one-time processing fee of \$10,000 per digital sign; and 4) City use of the digital signs for advertising public service announcements and City-related public messages at no charge to the City, subject to available space.

These public benefits will be new sources of General Fund revenue -- one-time and ongoing. The \$40,000 annual fee will be ongoing revenue for the term of the development agreements and will increase revenue in Fiscal Year 2023-24 based on the execution dates of the development agreements. Subsequent budgets will be built using the additional \$40,000 in annual revenue.

BACKGROUND/DISCUSSION:

On October 18, 2022, the Planning Commission approved Resolution Nos. 10-22 and 11-22 recommending the City Council approve Development Agreement Nos. 02-22 and 03-22 to relocate in place existing double-faced static outdoor advertising signs with an enhanced outdoor advertising sign with digital display faces for the properties located at 1720 Bluff Road (DA No. 02-22) and 1633 Washington Boulevard (DA No. 03-22).

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On November 16, 2022, the City Council adopted Ordinance No's. 2454 and 2455 approving Development Agreements (DA Nos. 02-22 and 03-22) between the City of Montebello and Clear Channel Outdoor, Inc. for the properties located at 1720 S. Bluff Road and 1633 Washington Boulevard.

On June 21, 2023 Clear Channel Outdoor, Inc. ("Applicant") filed an application for a Text Amendment to amend Montebello Municipal Code Chapter 17.62-Signs as it relates to Off-premises signs and enter into two (2) Amended and Restated Development Agreements replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033).

On August 15, 2023, the Planning Commission held a duly noticed public hearing and considered a proposal to amend Chapter 17.62- Signs of the Montebello Municipal Code (MMC) and related Amended and Restated Development Agreements (Nos. 01-23 and 02-23) for the properties located at 1720 S. Bluff Road & 1633 Washington Boulevard. The Planning Commission recommended that the City Council approve Text Amendment (Case No. PC-2023-0006-TCA) amending Chapter 17.62 Signs of the MMC and related Amended and Restated Development Agreement Nos. 01-23 and 02-23 between the City of Montebello and Clear Channel Outdoor, LLC. for digital signage within city boundaries.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "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 activity is not subject to CEQA". The proposed amendments propose regulatory and administrative amendments to the zoning code. An additional environmental review will be conducted for individual projects that are affected by this code amendment.

In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 15303 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On September 14, 2023, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and

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- On September 14, 2023, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of the project site.

In addition, all interested parties who requested notification were included in the distribution list and provided the Public Hearing Notice for this matter.

ANALYSIS:

For the proposed project to be approved in compliance with the City's Municipal Code, Clear Channel Outdoor, LLC (the "Applicant") is requesting that the City Council consider the following requests:

1. Amend Chapter 17.62 of the MMC to incorporate language pertaining to Off-premises signage; and
2. Amend and Restate two (2) previously approved Development Agreements (DA No. 02-22 (Agreement No. 4032) and DA No. 03-22 (Agreement No. 4033)) to allow the completion of the relocation in place of a total of four (4) existing static sign faces currently located at 1720 S. Bluff Road and 1633 Washington Boulevard (collectively "the Properties").

Proposed Text Amendment

Current provisions within Chapter 17.62 of the MMC state that a development agreement shall be required for any Off-Premises Digital Display Signs Corridors, New Off-Premises Digital Display Signs and Relocation of Off-Premises Signs. In addition, Section 17.62.105 provides general standards and provisions for off-premises signs that regulate location, size and distance from similar types of signage. The proposed changes would modify Section 17.62.105- "Off-Premises Digital Display Signs" of the MMC to incorporate language regarding off-premises digital display poster conversions, as well as define and include development standards specific to off-premises digital display poster conversions.

The summary table below provides a list of sections and a brief summary of the proposed changes. The Planning Commission Resolution No. 08-23 (Attachment A) includes the proposed changes for consideration by the Planning Commission and recommendation by the City Council.

	Section	Summary
1.	17.62.050 - Prohibition of Signs	Provisions regarding signs exempt under the following: Section 17.62.160, Section 17.62.160 and Section 17.62.105. Directs approval requirements as per the aforementioned code sections.

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2.	17.62.105 – Off-premises digital display signs	Added and clarifying language related to off-premises digital display poster conversion. Includes requirements related to location, distance from other billboards, minimum and maximum signage dimensions, approval procedures, and general standards and provisions.
3.	17.62.170 – Definitions	Added definition regarding off-premises digital display poster and clarifying existing language

Pursuant to Section 17.76.070 of the MMC, the City Council shall make a determination on text amendment proposals based upon determining the public interest, convenience, and necessity. The proposed text amendment aligns with the following General Plan Land Use policies:

- **Commercial Policy #5:** The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.
- **Industrial Policy #1:** The City's industrial area should be preserved and maintained.

Additionally, per Section 17.62.105 of the MMC, the intent of such provisions relates to off-premises signs to facilitate the orderly development and relocation of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and to eliminate the need for the city to pay compensation for removal of existing displays.

The proposed Text Amendment will assist in clarifying the types of "off-premises signs" allowed within the City such as Digital Display Sign Corridors, Relocation of Off-Premises Signs, and Digital Display Poster Conversions, as well as provide an opportunity to modernize existing signage such as static signs and circumvent the city's need to pay compensation fees for the removal of existing display signs.

The Applicant has been diligently working with the city on negotiations in preparation of the Amended and Restated Development Agreement for the proposed Off-Premises Digital Display Poster Conversions to provide public benefits that will be discussed further in the report. The proposed amended and restated development agreements are subject to the approval of the Text Amendment (Case No. PC 2023-0006-TCA) that the Applicant has submitted concurrently for City Council consideration. The proposed text amendment will modify sections of Chapter 17.62 of the MMC to clarify and define off-premises digital display posters, include regulations pertaining to location, distance requirements from other similar signs and minimum and maximum allowable sign area. Should the City Council approve the proposed Text Amendment to Chapter 17.62 Signs, this will facilitate the takedown of antiquated signage and upgrade the existing static signs with modern technology, provide a source of taxable revenue for the city and provide a forum for

emergency messaging and/or informational messaging related to city business at no cost.

Development Agreement/Project Description

The State Legislature adopted the "Development Agreement Statute," sections 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. The City of Montebello, a general law city, is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property during the development process.

The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road (collectively "the Properties") in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location to allow completion of the replacement and relocation program.

In accordance with its standard procedures, the Applicant and the City have engaged in negotiations. The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving and/or amending any development agreements. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

The proposed request to Amend and Restate Development Agreements (DA No. 01-23 and DA No. 02-23) will facilitate the relocation in place of four (4) existing static sign faces located on two (2) separate dual-faced sign poles. These existing static sign faces are currently located at 1720 S. Bluff Road and 1633 Washington Blvd. (collectively "the Properties"). The proposed relocation in place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage. As part of this request, the Applicant would relocate in-place four (4) existing static signs with four (4) replacement digital signs for outdoor advertising. In addition, the Applicant intends to utilize the existing sign structures with the exception of minor electrical upgrades, which will result in a sign that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities.

As a result, the converted digital signage could be used, if needed, for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. The takedown program associated with this request will include the removal of four existing static signs within the city. The four (4) signs targeted for

takedown include: 1) a double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; and 2) the double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd. (collectively the "Takedown Program").

The Applicant currently operates sixteen (16) existing poster panel (or static) outdoor advertising sign faces on nine (9) structures located along City streets within the City of Montebello. The following project description is intended to provide an overview for each Amended and Restated Development Agreement based on the subject site and will be referred to in this report collectively as the "Project" for purposes of describing the following requests:

1. 1720 S. Bluff Road – Amended and Restated Development Agreement No. 1-23
The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1720 S. Bluff Road. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 8105 Slauson Ave. within the City.
2. 1633 Washington Blvd. – Amended and Restated Development Agreement No. 2-23
The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1633 Washington Blvd. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 249 E. Beverly Blvd. within the City.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan. In addition, all City fiscal decisions, including the financial aspects and specific deal points of the Amended and Restated Development Agreements are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Agreement. The Project as authorized in the proposed Amended and Restated Development Agreements are consistent with the General Plan because the Development Agreements meet the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs. Goal #1: To 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. Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Industrial Policy #1: The City's industrial area should be preserved and maintained.

SUMMARY:

Staff recommends that the City Council adopt an ordinance approving the proposed Text Code Amendment (PC-2023-0006-TCA) amending Chapter 17.62 - Signs of the MMC related to the conversions of off-premises signs, as well as the related Amended and Restated Development Agreements Nos. (01-23 & 02-23) as an opportunity for additional revenue for the city and partner with advertisers for mutual benefit. In addition, the proposed relocation in place would facilitate the Takedown Program which is intended to reduce blighted signage and remove old signs within the city. The Takedown Program will include the removal of three (3) static display faces located throughout the city reducing the number of printed display signs within the city as intended by the Zoning Code and General Plan Land Use Element.

ATTACHMENT(S)

1. Attachment A_Ordinance No. 2466 - Text Amendment_ Chapter 17.62 Signs with Exhibit A (Final)
2. Attachment B_Ordinance No 2467 - DA 02-23 DIGITAL SIGN_1633 Washington (Final)
3. Attachment C_Ordinance No 2468 - DA 02-23 DIGITAL SIGN_1720 Bluff (Final)
4. Attachment D_MONTEBELLO PROPOSED AR DA - 1633 Washington Blvd (9-18-23)
5. Attachment E_MONTEBELLO PROPOSED AR DA_1720 Bluff Road (9-18-23)
6. Attachment F_Public Hearing Notification -city council_ combined_ clear channel (final 09-07-2023)

NEXT STEPS:

N/A

ORDINANCE NO. 2466

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING A ZONING CODE TEXT AMENDMENT TO CHAPTER 17.62
– SIGN OF THE MONTEBELLO MUNICIPAL CODE TO INCLUDE
REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES
SIGNS**

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce with its jurisdictional limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws of the State;

WHEREAS, on June 21, 2023, Layne Lawson on behalf of Clear Channel, LLC ("Applicant") submitted an application to amend Chapter 17.62 Signs of the Montebello Municipal Code to include regulations related to conversions of off-premises signs.

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed amendment; and

WHEREAS, pursuant to Section 17.76.070 of the Montebello Municipal Code (MMC) the City Council shall make a determinate related to amendments to the Zoning Ordinance in the public interest, convenience and necessity. Modifications to various sections of Chapter 17.62 will further the purpose of the Zoning Code to regulate signage, modernize existing signs and reduce clutter of signage.

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC; and

WHEREAS, a duly noticed public hearing has been held, at which the City Council

received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter, and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. The proposed Text Amendments have been reviewed with respect to applicability and the City Council of the City of Montebello ("City Council") hereby finds and determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment

Section 3. The City Council finds and determines that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The City Council hereby finds that the proposed amendments to Chapter 17.62 are required for public necessity, convenience and general welfare and are found to be consistent with the City's General Plan and Municipal Code. The proposed text amendment will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development. In addition, the proposed text amendment

Section 5. The City Council hereby adopts an ordinance adopting Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in ~~strikeout (example)~~.

Section 6. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2466 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

EXHIBIT A
ZONING ORDINANCE AMENDMENTS
Title 17 - ZONING
Chapter 17.62 SIGNS

Chapter 17.62 SIGNS

17.62.010 Purpose and intent.

The intent of this chapter is to promote community appearance and effective business identification through the regulation of signs and sign structures within the city of Montebello. The location, number, size and design of signs and graphics have a significant influence upon the community's environment and appearance. The regulation of signs and outdoor advertising is therefore necessary for the following purposes:

- A. To promote and protect the public health, safety and welfare by minimizing hazards and obstructions to traffic and promoting traffic safety, and through consideration of the aesthetics of signs and outdoor advertising to be installed within the city;
- B. To protect persons and property values from damage due to indiscriminate and harmful use of signs, outdoor advertising and advertising structures;
- C. To preserve a pleasing and attractive appearance in all areas of the city.

(Ord. 2160 § 5 (part), 1997)

17.62.020 Location and code provisions.

Signs shall be constructed and located in compliance with the provisions of this chapter and with the applicable requirements of the California Outdoor Advertising Act, Uniform Building Code and Uniform Sign Code, and the California Electrical Code, whichever code or code provision(s) is more restrictive, as may be adopted and amended from time to time. Approval from the City of Montebello departments of planning and building services shall be obtained prior to erecting, constructing, altering, rebuilding, replacing, or moving any sign. Approval by the department of public works is also required for any freestanding or projecting sign located within twenty feet of, or projecting over, the public right-of-way.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 1, 2-24-2016)

17.62.030 Materials, construction and identification.

- A. All signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
- B. All wooden signs must be at least three-quarter-inch thick.
- C. All electric signs shall be composed entirely of noncombustible materials.
- D. Unless specifically exempted, all signs shall be identified with a durable label or tag specifying the name and date of the manufacture, weight, installation date and permit number. In addition, for electrical signs the voltage, amperage and any other information required for the safety certification or listing for the equipment shall be included. This information shall be placed where it is readily visible for inspection after the sign has been installed.

-
- E. Every electrical sign of any type shall be constructed, inspected and approved by the Underwriters Laboratories (UL) or equal and display a label of approval from said laboratory.

(Ord. 2160 § 5 (part), 1997)

17.62.040 Maintenance.

- A. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any crack, broken surfaces, malfunctioning light(s), missing sign copy or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with such a request shall constitute a public nuisance.
- B. All businesses must service and wash their signs at least once every twelve months.
- C. Upon vacating a business location, the business or property owner shall remove the sign copy that advertises the business. At no time shall a ~~sign cabinet~~ [sign cabinet](#) remain empty and without copy exposing the internal lighting and electrical fixtures. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque face shall be installed in the sign cabinet structure. Any damage to a building caused by the removal of a sign structure shall be repaired to the condition the building was in prior to the installation of the sign.

(Ord. 2160 § 5 (part), 1997)

17.62.050 Prohibited signs.

- A. The following signs are prohibited except as provided in Section 17.62.160, Nonconforming ~~signs~~ [Signs](#), Section ~~17.62.160~~ [17.62.110](#), Temporary ~~signs~~ [Signs](#), [Section 17.62.140, Planned sign program](#), and Section 17.62.105, Off-Premises Digital Display Signs:
1. Signs that include video, blink, or move in any manner, have any portions that move, or have the appearance of moving, including animated or scrolling electronic text ~~that clocks, and digital displays as defined in Section 17.62.170. Clocks,~~ time, and temperature displays, ~~and civic and public services, and unique/creative signs allowed through the approval of a Planned Sign Program displays,~~ are exempt from this prohibition;
 2. Flags (except those which are raised and lowered on permanently fixed flag poles), pennants, banners, paper, wind driven signs (except where specifically provided for within this code);
 3. Roof signs;
 4. Sign structures and supports no longer in use;
 5. Portable signs;
 6. Commercial advertising statuary;
 7. Signs painted directly onto exterior wall surfaces (such as exterior building walls and masonry block walls, etc.);
 8. Inflatable signs (except as provided in Sections 17.62.110 and 17.62.170 of this chapter);
 9. New off-premises signs, except those permitted pursuant to this chapter;
 10. Murals.

-
- B. No person shall construct, place or maintain any sign, signboard, billboard, street bulletin board, sign or advertisement in, over, along, across or upon any public street or public parkway, or other public place within the city, except as provided in Section 17.62.110 or Section 17.62.105 of this chapter.
 - C. Nothing contained in this title shall be construed to prohibit the erection or placing in any public street, parkway or other public place, of signs, notices or signals under the authority of the city council or of this code.
 - D. No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon any object in the public right-of-way, or to any bridge, fence, light pole, building, structure, or other property within public view, nor to any tree in any public right-of-way or public place; nor shall any person deface, mar or disfigure any such bridge, fence, light pole, building, tree, etc.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 2, 2-24-2016)

17.62.060 Exemptions.

The provisions and regulations hereof shall not apply to the following types of signs:

- A. Official notices issued by any court, public body or officer;
- B. Notices posted by any person or public officer in performance of a public duty;
- C. Signs required or authorized by any federal, state, county or city regulation, ordinance or resolution;
- D. Any signs used for emergency purposes only;
- E. Official flags of the United States of America, the state of California, the county of Los Angeles or the city of Montebello.

(Ord. 2160 § 5 (part), 1997)

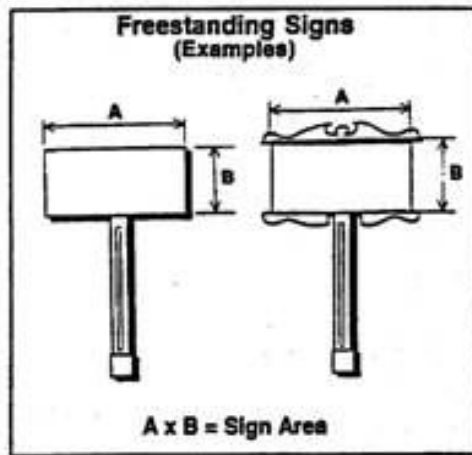
17.62.070 Sign measurements.

- A. Sign Area.
 - 1. Cabinet Signs. The area of a cabinet sign is determined by the area of the sign face(s) enclosed by a frame or cabinet and is determined by the outer dimensions of the frame or cabinet surrounding the sign area. This includes the total area of the copy and the background. This applies to wall mounted cabinet signs and cabinet signs mounted on freestanding pole structures. (See Figures 17.62.070A and 17.62.070B) Architectural features are not considered in the sign area. (See Figure 17.62.070B)

Figure 17.62.070A

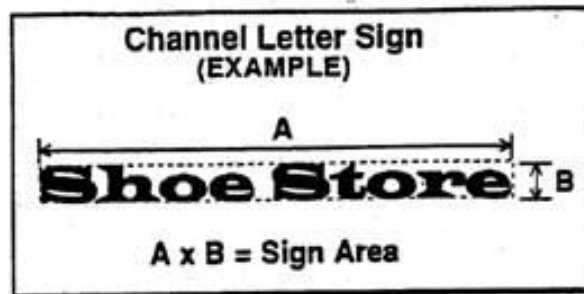


Figure 17.62.070B



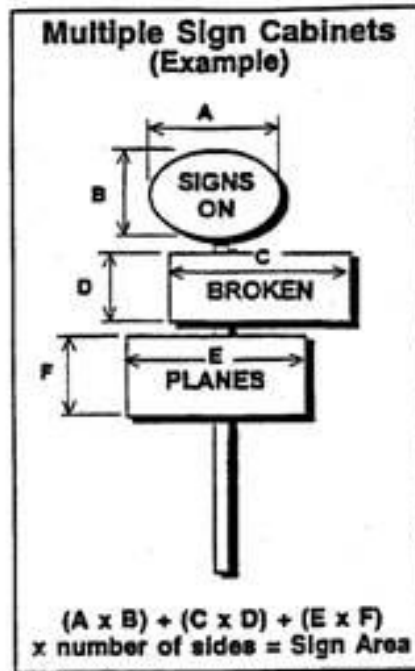
2. Channel Letters and Individual Elements. When signs are constructed of individual elements such as channel letters and attached to a building wall, the sign area is determined by calculating the area of an imaginary box drawn around the most exterior area of all the letters and/or elements. (See Figure 17.62.070C)

Figure 17.62.070C



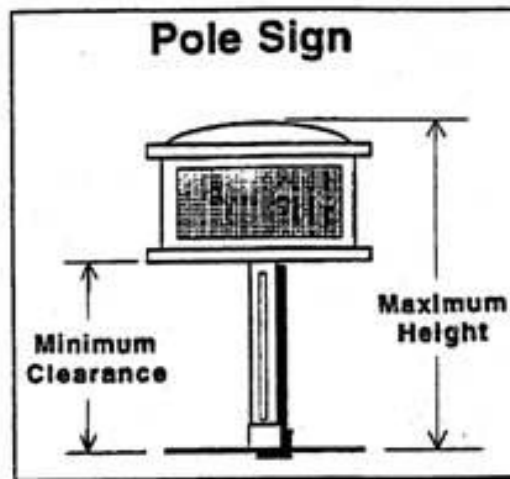
3. Awnings. When signs are incorporated into an awning, the sign area is determined by computing the area of an imaginary box drawn around the sign elements.
4. Multiple Sign Cabinets. For freestanding signs that contain multiple cabinets on one structure, the area of each cabinet counts toward a combined total. If these are double or multiple faced cabinets, the sign area shall be calculated to include all faces of the sign. (See Figure 17.62.070D)

Figure 17.62.070D



- B. Height. The overall height of a sign or sign structure is measured from the ground directly below the sign to the highest point of the sign or sign structure. (See Figure 17.62.070E)
- C. Clearance. Clearance is measured from the ground directly below the sign to the bottom of the sign structure enclosing the sign face. (See Figure 17.62.070E)

Figure 17.62.070E



(Ord. 2160 § 5 (part), 1997)

17.62.080 Signs—Residential zones.

Signs are allowed in residential zones in accordance with the following:

A. In All R Zones:

1. One nonilluminated sign a maximum of twelve square feet in area pertaining only to the sale or lease of the particular building or property upon which it is displayed.
2. Outdoor advertising structures in conjunction with model homes (See Chapter 17.58 of this title, Model Homes).
3. Temporary architect's or builder's sign identifying persons engaged in construction on a site are permitted as long as construction is in progress.

B. R-A Zone. One sign a maximum of twelve square feet in area advertising the sale of agricultural products raised on the premises.

C. R-3 and R-4 Zones. One wall sign a maximum of twenty square feet in area, provided the sign contains no advertising copy except the name and street address of the building upon which it is placed.

(Ord. 2160 § 5 (part), 1997)

17.62.090 Signs—C-R zone.

A. Signs are allowed in the C-R zone in accordance with the following:

1. The sign area shall not exceed one square foot per two linear feet of building frontage, or three linear feet of lot width for outdoor uses.
2. No sign may exceed fifty square feet in area.
3. No more than two signs are permitted for each use or business on a lot.
4. Freestanding signs are prohibited.
5. Each legally established use or business on a lot may have one additional accessory sign that is a maximum size of six square feet in area.

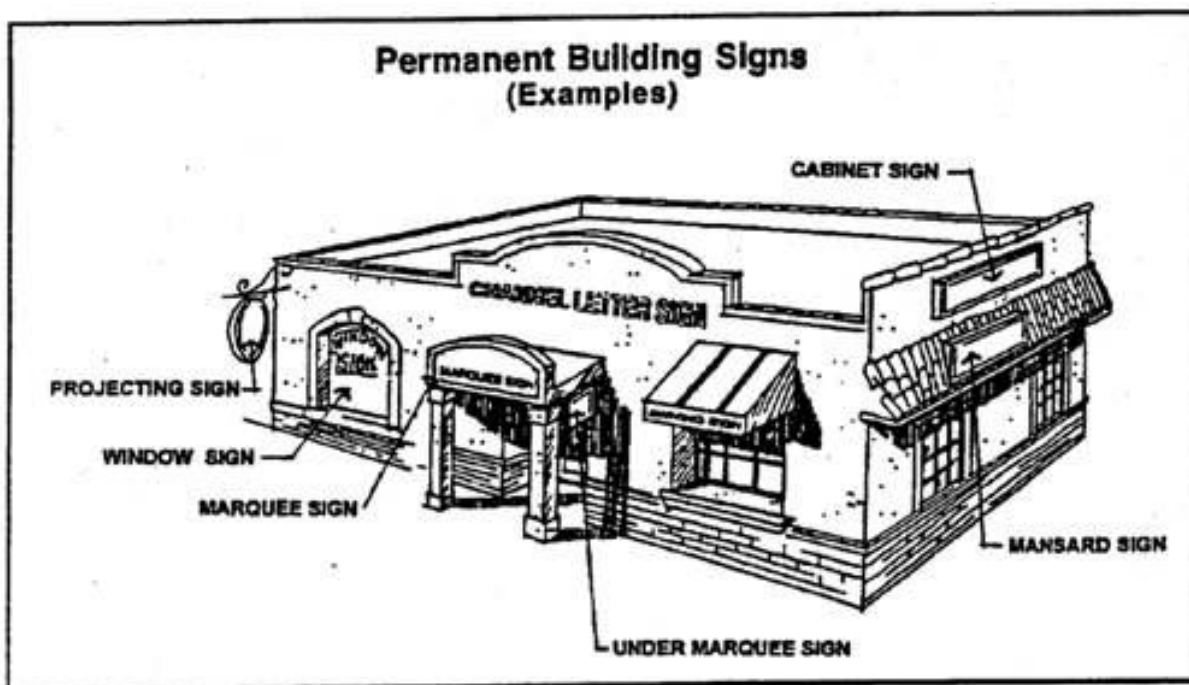
B. For the purpose of giving information on the availability of the premises for sale or lease, one sign not exceeding twelve square feet in area shall also be allowed.

(Ord. 2160 § 5 (part), 1997)

17.62.100 Signs—C-1, C-2, C-M, M-1 and M-2 zones.

A. Individual Sign Criteria.

Figure 17.62.100A



1. Wall and Marquee Signs.

a. Maximum Size.

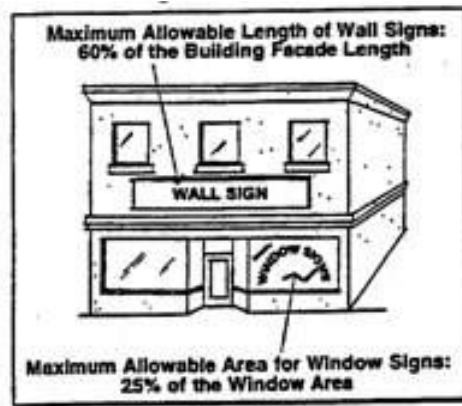
- i. Front Facade. For wall and marquee signs, the total sign area on the front facade of a building shall not exceed two square feet of sign area per one linear foot of the building facade (front) width of the subject business. On lots which are occupied by more than one business, the sign area for each business shall not exceed two square feet per one linear foot of building frontage for the respective business. However, in no event must the overall sign area on the front facade be less than twenty square feet. This sign area allotment for the front facade cannot be transferred to other facades on the building.
- ii. Side and Rear Building Facades. The total sign area for wall and marquee signs on the side and rear facades of a building shall not exceed one square foot of sign area per two linear feet of the facade length of the building or subject business, except that when the facade faces a side street, total sign area shall not exceed one square foot of sign area per one linear foot of facade length. This sign area allotment cannot be transferred to other facades on the building.

Location	Wall Sign Area Computations
Front Facade	2 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side and rear facade	½ sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side facade facing street	1 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
All facades	Width of facade × 60% = maximum sign length

- iii. No limit shall be placed on the number of wall or marquee signs except that the combined total sign area shall not exceed the allowable sign area ratio per facade.

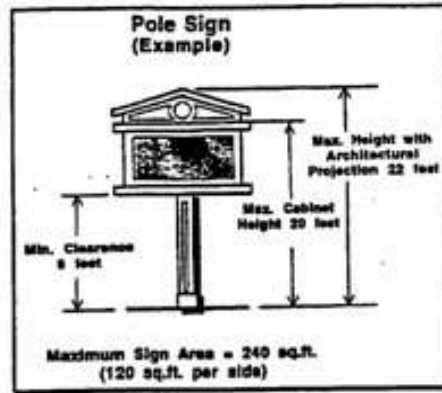
- iv. The combined length of all signs placed on a building facade shall not be greater than sixty percent of the length of the facade on which the sign is attached. (See Figure 17.62.100B)

Figure 17.62.100B



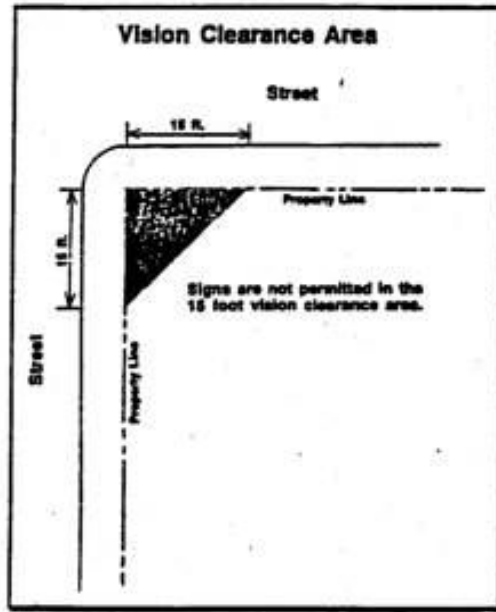
- b. Placement.
 - i. Wall and marquee signs shall not extend beyond the surface of the wall or marquee to which they are attached nor shall they extend above the roof line the building on which the sign is placed.
 - ii. In multiple story buildings, wall and marquee signs may be used by businesses which are located in stories above the ground level subject to the same limitations which would apply if the business were located on the ground level.
- 2. Pole Signs.
 - a. Site Requirements.
 - i. One pole sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional pole sign may be established provided that each street frontage is at least seventy-five feet in length. Each pole sign shall be oriented to the street frontage on which it is erected.
 - ii. The area of a double faced pole sign shall be calculated to include both sides of the sign cabinet. The area of a multi-cabinet sign shall be calculated to include all the cabinets.
 - b. Maximum Size and Height.
 - i. The total sign area of a pole sign shall not exceed one square foot of sign area for every one linear foot of street frontage on which the business is located, and shall not exceed a total sign face area of two hundred forty square feet, with a maximum of one hundred twenty square feet per individual sign face. (See Figure 17.62.100C)
 - ii. The maximum height of a pole sign shall not exceed twenty feet. (See Figure 17.62.100C)

Figure 17.62.100C



- iii. Architectural projections of not more than two feet may be added to the top of a pole sign. At no time shall the total height of a pole sign exceed twenty-two feet. The architectural projection shall be used for design purposes only and no sign copy or internal illumination shall be located within this area.
- c. Location.
 - i. Pole signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.
 - ii. Pole signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the pole sign. (See Section 17.62.170 of this chapter.)
 - iii. If a pole sign is located within twenty feet of the public right-of-way, only one supporting column shall be permitted.
 - iv. Pole signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the freestanding sign to the leading edge of the pole sign closest to the driveway.
 - v. Pole signs shall be located at a distance of at least twenty-five feet from a lot line of any residential zoned property.
 - vi. For property which qualifies for two pole signs, the pole signs shall be located at least one hundred and fifty feet apart.
 - vii. On corner lots, no pole sign or support structure shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)

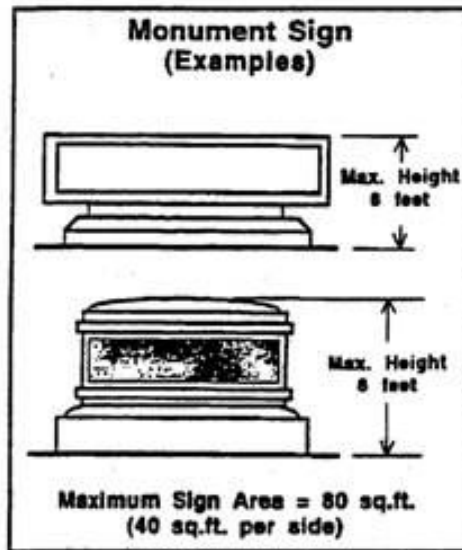
Figure 17.62.100D



- viii. No pole sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.
- d. Appearance.
 - i. All pole signs shall be architecturally compatible with the building(s) on the site where the pole sign is located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.
 - ii. All pole signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.
 - iii. The supporting structure(s) of any pole sign shall be of a design and material consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a pole sign.
- e. Minimum Height and Clearance.
 - i. Pole signs projecting over a pedestrian way shall have a minimum height clearance of eight feet. Signs projecting over a vehicular access, parking or circulation area shall have a minimum height clearance of fifteen feet. Signs projecting over public property shall comply with the Montebello Municipal Code requirements for such sign.
 - ii. Pole signs shall not project over any building.
- 3. Monument and Pylon Signs.
 - a. Site Requirements.
 - i. One monument or pylon sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional monument or pylon sign may be established provided that each street frontage is at least seventy-five feet in length. Each sign shall be oriented to the street frontage on which it is erected.

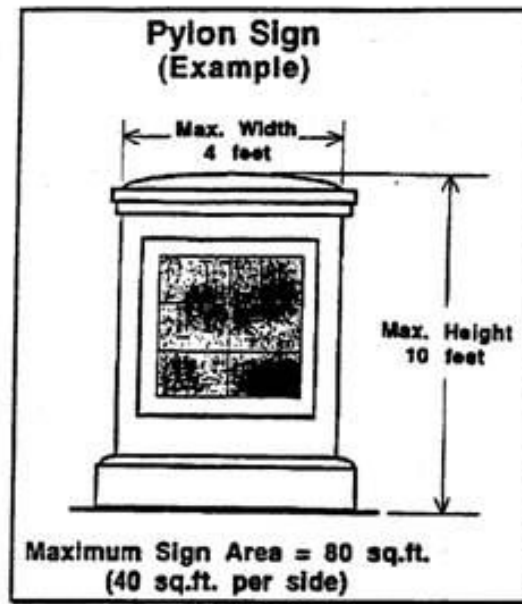
- ii. The total sign area of a monument or pylon sign with two or more faces shall be calculated to include the area of all faces.
- b. Maximum Size and Height.
 - i. The total sign area of a monument or pylon sign shall not exceed eighty square feet, with a maximum of forty square feet per individual sign face.
 - ii. The maximum height of a monument sign shall not exceed six feet measured from grade level to the uppermost edge of the sign cabinet. (See Figure 17.62.100E)

Figure 17.62.100E



- iii. The maximum height of a pylon sign shall not exceed ten feet measured from grade level to the upper most edge of the sign face cabinet. The maximum width of a pylon sign shall not exceed four feet. (See Figure 17.62.100F)

Figure 17.62.100F



- c. Location.
- Monument or pylon signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.
 - Monument and pylon signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the monument or pylon sign.
 - Monument or pylon signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the monument or pylon sign to the leading edge of the sign closest to the driveway.
 - Monument or pylon signs shall be located at a distance of at least of twenty-five feet from a lot line of any residential zoned property.
 - For property which qualifies for two monument or pylon signs, the monument or pylon signs shall be located at least one hundred fifty feet apart.
 - On corner lots, no monument or pylon sign shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)
 - No monument or pylon sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.
- d. Appearance.
- All monument or pylon signs shall be architecturally compatible with the building(s) on the site on which the monument sign is to be located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.

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- ii. All monument and pylon signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.
 - iii. No exposed concrete bases are permitted without providing a decorative treatment such as a textured or stucco finish or other treatment which is compatible with the architecture or materials of the building(s) on the site where the sign is located.
 - 4. Mansard Signs.
 - a. Maximum Size. Mansard signs are subject to the regulations in Section 17.62.100(A)(1) relating to wall and marquee signs.
 - b. Placement. Such signs shall be mounted on a mansard roof so that the lowest portion of the sign cabinet is recessed into the roof structure and the uppermost portion of the cabinet is flush with the roof. At no point shall there be an open area behind the sign cabinet and the mansard roof. (See Figure 17.62.100A)
 - 5. Under Marquee.
 - a. Maximum Size. The sign area of an under marquee sign shall not exceed three square feet per sign face, not to exceed two faces.
 - b. Placement. Mounted underneath a marquee and over a sidewalk, under marquee signs shall be no lower than eight feet above ground level. Signs projecting over public property shall comply with Section 17.62.120 of this chapter. (See Figure 17.62.100A)
 - 6. Projecting Signs.
 - a. Maximum Size. The sign area of a projecting sign shall not exceed three square feet per sign face, not to exceed two faces.
 - b. Placement. Projecting signs shall be placed no lower than eight feet above ground level and shall extend no higher than twelve feet. (See Figure 17.62.100A)
 - 7. Changeable Copy Signs.
 - a. Maximum Size. The sign area of a changeable copy sign shall not exceed twenty square feet.
 - b. Placement. Changeable copy signs shall be placed in a permanently mounted sign structure either attached to the building or freestanding, consistent with the other provisions of this chapter.
 - 8. Awning Signs.
 - a. Maximum Size. The sign area of signs on awnings shall not exceed thirty percent of the exterior surface of the awning. The length of the sign shall not be greater than sixty percent of the length of the awning. (See Figure 17.62.100A)
 - 9. Window Signs.
 - a. Maximum Size. The sign area of signs located on the glazed area of a building window shall not exceed twenty five percent of the area of the window containing the sign. (See Figure 17.62.100B)
 - b. Placement. Window signs shall be placed on the interior of a building within a window frame. (See Figure 17.62.100A)
 - 10. Outdoor Business Signs. For outdoor businesses (such as auto dealerships, nurseries, and auto rentals, but not service stations and carwashes) the total sign area on the site shall not exceed one square foot of sign

area for every one linear foot of street frontage on which the business is located. All other applicable requirements as set forth in this chapter shall apply.

11. Fence Mounted Signs. In the M-1 or M-2 zones when a building is not visible from the public right-of-way and visually blocked by a view obscuring fence, one twenty square foot sign shall be permitted to be mounted on a fence facing the public right-of-way. The sign shall be mounted in a permanent manner flush with the fence and visible to the public right-of-way. The sign shall also not extend above the top of the fence upon which it is mounted.
 12. For Sale or For Rent Signs. The area of for sale, for lease or for rent signs shall not be included in the calculation of overall sign area for a site. Although a building permit is not required for this type of sign, all ground mounted for sale and for lease signs shall be reviewed and approved by the planning department and the department of public works.
 - a. Maximum Size. The area of a for sale or for rent sign shall not exceed twenty square feet.
 - b. Number. The number of for sale or for rent signs on a site shall be limited to one per building or one per business. For large commercial and industrial centers, one freestanding for sale or for rent sign shall be permitted per street frontage.
 - c. Placement. For sale or for rent signs may be displayed in the same location as permanent signs.
 - i. For sale or for rent signs shall not be placed in the path of pedestrian traffic.
 - ii. Ground mounted for sale and for rent signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the freestanding for sale or for rent sign.
 - iii. Ground mounted for sale and for rent signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the for sale or for rent sign to the leading edge of the for sale or for rent sign closest to the driveway.
 13. Flags. Flags (not including official national, state or local flags per Section 17.62.060 of this chapter) which can be raised and lowered on permanently fixed flag poles are not limited to the height and area requirements of freestanding signs; however, the area of the flag will be calculated as part of the total sign area for a site. The height of a flag pole supporting such a flag is subject to the maximum building height limitation of the zone in which it is located.
- B. Freeway-Oriented Signs.
1. In addition to any other signs permitted on a site subject to the provisions of this chapter, one freeway-oriented sign may be located on any site which is within five hundred feet of a freeway right-of-way, and which is developed with either:
 - a. A service station or detached restaurant; or
 - b. A commercial, industrial or recreational center or a single business provided that such center or business is located on a site with an area of at least two acres.
 2. Such signs may be erected subject to the following criteria:
 - a. Maximum Height. Twenty-five feet above the grade of the freeway or above the grade of the location where the sign is erected, whichever is greater;
 - b. Maximum Size.
 - i. Service Stations. One hundred sixty square feet per sign face.

- ii. All Others. One hundred sixty square feet per sign face plus one square foot of sign face per one thousand square feet of the building housing the advertised use, and shall not exceed a maximum sign face area of six hundred square feet.
- c. Support Structures. The supporting structures of any sign must:
 - i. Be of a design and material(s) consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a freeway-oriented sign;
 - ii. Not create any visual obstruction or adverse safety or aesthetic impact.
- d. No freeway-oriented sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

(Ord. 2160 § 5 (part), 1997)

17.62.105 Off-premises digital display signs.

- A. Intent. The provisions of this section shall apply to all off-premises digital display signs as defined under Section 17.62.170, within the city. With authority provided to the City in Government Code Section 65864 and Business and Professions Code section 5412 to enter into development and relocation agreements, the intent of this section is reduce visual clutter, eliminate non-conforming signage, facilitate the orderly development and relocation and redistribution of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and limited new displays; and to eliminate the need for the city to pay compensation for removal of existing displays to accommodate a public project. The provisions of this section shall govern the processing of applications for off-premises digital display signs.
- B. Off-Premises Digital Display ~~Sign~~Sign(s) Corridors. The construction of a new off-premises digital display sign or the relocation of an off-premises sign shall be permitted only within the Interstate 5 Freeway Digital Display Sign Corridor or the California State Route 60 Freeway Digital Display Sign Corridor.
 - 1. For purposes of this section, "Interstate 5 Freeway Digital Display Sign Corridor" shall mean any area along the southern terminus of the city within two hundred feet of the I-5 Interstate Freeway right-of-way boundary.
 - 2. For purposes of this section, the "California State Route 60 Freeway Digital Display Sign Corridor" shall mean any area within six hundred feet of the California State Route 60 Freeway right-of-way boundary.
- C. Off-Premises Digital Display Poster Conversion. The replacement of existing off-premises signs with an off-premises digital display shall only be permitted where (a) the existing and replacement sign face measures no less than two hundred (200) square feet and no more than three hundred (300) square feet (cabinetry and trim excluded), (b) the sign face is not primarily viewed from a freeway, (c) the existing off-premises sign is located on a commercial or industrial zoned property and is not within 500 feet, measured from the sign structure, of residentially zoned property, (d) the replacement digital display face is no less than one thousand (1,000) feet from any other off-premises digital sign face on the same side of the street or roadway, (e) the existing off-premise sign is not attached to a building rooftop, (f) no structural alteration to the existing sign structure is required, and (g) the the existing off-premises sign is not located on real property owned or controlled by a public entity. For the purposes of this section, an "Off-Premises Digital Display Poster Conversion" shall mean any off-premises digital display consistent with the standards of this subsection C.
- CD. Development Agreement Required.

1. New Off-Premises Digital Display Signs. The construction of a new off-premises digital display sign within either digital display sign corridor shall be allowed only with the approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and in compliance with all other standards imposed by this chapter.
2. Relocation of Off-Premises Sign. The relocation of an off-premises sign, and its replacement with a new off-premises digital display sign, is allowed only upon approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by this chapter.

3. Off-Premises Digital Display Poster Conversion. An Off-Premises Digital Display Poster Conversion shall be allowed only upon approval of a development agreement by the city council containing appropriate standards and public benefits to be negotiated between the sign owner and the city, which public benefits shall include removal of other existing off-premises signage on a one to one (1:1) ratio, at a minimum, and in compliance with all other standards imposed by this chapter.

~~DE~~. Off-Premises Digital Display Sign Permit. No person or entity shall construct, build, erect, or relocate an off-premises display sign or an off-premises digital display sign without first being issued an off-premises digital display sign permit by the planning manager or designee. The planning manager shall issue an off-premises digital display sign permit only if the applicant satisfies all of the general conditions set forth in Section 17.62.105(~~EE~~). An applicant shall provide visual simulations or renderings of the proposed off-premises digital display sign as may be directed by the planning manager and a photometric study prepared by a city approved lighting engineer.

~~EE~~. General Standards and Conditions. The provisions of this subsection, are in addition to any standards imposed in the development agreement. To be issued an off-premises digital display sign permit, the off-premises digital display, including Off-Premises Digital Display Poster Conversions, must comply, at a minimum, with all of the following requirements, as applicable:

1. The city council shall have approved a development agreement pursuant to Section 17.62.105(~~ED~~) between the city and applicant.
2. Off-premises digital display signs shall be located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor, as defined in Section 17.62.1 05(8); and Off-Premises Digital Display Poster Conversions shall be located consistent with the location standards in Section 17.62.105(C) and shall not be limited to being located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor.
3. An off-premises digital display shall not be erected within five hundred feet of any off-premises display on the same side of the freeway. An off-premises digital display shall not be erected within one thousand feet of any other off-premises digital display on the same side of the freeway.
4. An off-premises digital display sign face area shall not have more than six-hundred and seventy-two square feet, but excluding border, trim, base or apron supports, and other special advertising features or additions or other structural members.
5. The interval between the change in digital content shall be a minimum of eight seconds and the images shall change instantaneously, without special transitional effects.
6. No digital display sign may include any illumination or message change that is in motion or that changes intensity.
7. The height of any off-premises digital display sign structure shall not exceed seventy-five feet measured from the lower of either the ground level at the base of the sign structure or the finished grade of highway the sign is advertising thereto, subject to specific site conditions and visibility factors

as determined by the Planning Manager. For purposes of this Section, "finish grade" shall be measured from the shoulder elevation of the highway immediately next to the "slow lane."

8. An off-premises digital display shall not be permitted to structurally attach on the roof of a building.
9. An off-premises digital display shall not encroach over public rights-of-way.
10. An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.
11. The back or rear of an off-premises digital display structure, which is visible to the public, shall be suitably covered to conceal the inner structures and shall be properly maintained.
12. An off-premises digital display must utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time will the sign exceed a brightness level of 0.3 footcandle above the ambient light for both daytime and nighttime condition.

Pre-set distances to measure the foot candles impact vary with the face size of each size sign.
Measurement distance criteria:

Nominal Face Size	Distance to be measured from:
12' x 25'	150'
10'6" x 36'	200'
14' x 48'	250'

After commencement of operation, the city may, at the permittee's expense, retain a lighting engineer to conduct follow-up testing and recommend any necessary corrective measures if the city reasonably believes brightness levels exceed this code's requirement. If directed to take corrective measures by city staff based on the lighting engineer's report, the permittee must promptly implement such corrective measures at its sole expense within seven days of the date of the city's demand for corrective measures.

13. All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.
14. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between the back sides of the sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed thirty-five feet at their widest point and shall not exceed eight feet at their closest point.
15. ~~An~~Except for Off-Premises Digital Display Poster Conversions, an off-premises digital display structure shall have a single support structure (monopole)~~-and shall be constructed of noncombustible material.~~
16. All off-premises digital displays shall be constructed of noncombustible material.
- ~~16~~17. All off-premises digital displays shall be ~~maintain~~maintained in good condition and working order, as determined by the city manager or designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials. Violators shall be subject to any and all penalties or remedies authorized under the Montebello Municipal Code, state law, and federal law.
- ~~17~~18. ~~The~~Except for Off-Premises Digital Display Poster Conversions, the permittee shall underground all utilities installed in connection with off-premises digital display.

~~18~~19. No off-premises digital display shall be placed or maintained in violation of the state Outdoor Advertising Act or any other applicable state, federal, or local law.

~~19~~20. Off-premises digital displays shall be oriented away from residential areas.

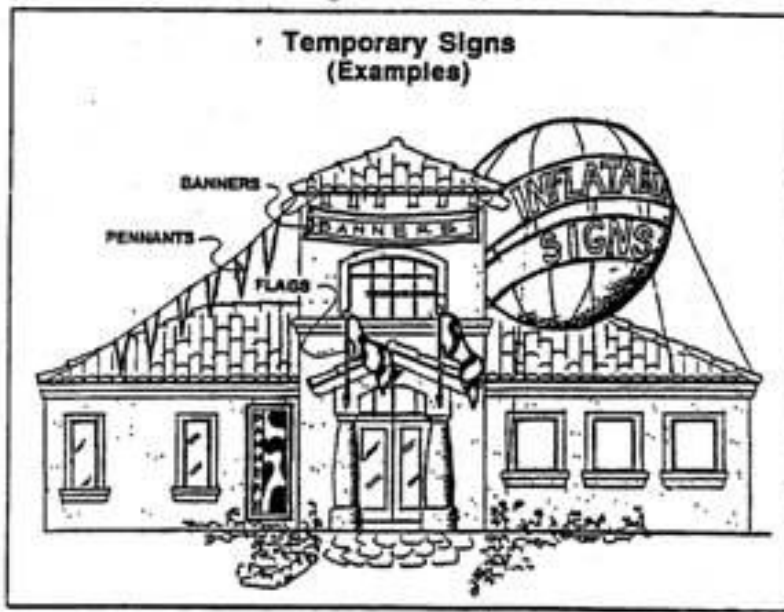
(Ord. NO. 2375, § 3, 2-24-2016)

17.62.110 Temporary signs.

The area of temporary signs shall not be subject to the limitations of this chapter on maximum permissible sign area for a site's permanent signs. However, areas of a window devoted on a continuous basis to paper signs or other such advertisements which are changed on a regular basis, will be subject to the limitations of this chapter on maximum permissible sign area.

- A. Duration. Temporary signs may be displayed subject to a temporary use permit. A minimum of fifteen days between display periods shall be required. Temporary signs may be displayed up to one hundred twenty days in any given three-hundred-sixty-five-day period subject to one of the following alternatives:
1. Thirty-day display periods, not to exceed four in any given ~~days~~three-hundred-sixty-five-day period;
 2. Fifteen-day display periods, not to exceed eight in any given three-hundred-sixty-five-day period;
 3. Any combination of individual temporary use permits for thirty-day display periods or fifteen-day display periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days are provided between display periods;
 4. An annual temporary use permit for any combination of thirty-day periods and fifteen-day periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days between display periods are provided; or
 5. An annual temporary use permit which would allow the applicant, subject to the approval of the director of planning, to tailor a permit to the particular needs of a business, provided that the total number of days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period.

Figure 17.62.110



- B. Maximum Size. The sign area of a temporary sign shall not exceed thirty square feet per facade (except inflatable signs).
- C. Placement. Temporary signs may be displayed in the same location as permanent signs. At no time may temporary signs be affixed to a temporary structure. All components of a temporary sign shall be removed when the permit expires. Paper signs shall not be displayed on the exterior of any building and shall be limited only to interior window displays.
- D. Types. The use of temporary signs shall be limited to the following purposes:
1. Change of ownership or new management announcements;
 2. Announcements of special sale events or promotional activities.
- E. Exemptions. Temporary election posters and posters for charitable causes are exempted from the preceding limitations, but must be placed on private property and must be removed after the event to which the poster is associated has ended.
- F. Inflatable Signs. The use of inflatable signs shall be limited to a total of twenty-eight days in any given three-hundred-sixty-five-day period. A temporary use permit shall be required for the use of an inflatable sign, and each such permit shall be valid for a display period not to exceed seven days. A minimum of fifteen days between display periods shall be required. Days on which an inflatable sign is displayed shall be included among the maximum of one-hundred twenty days per year for the display of temporary signs by a business.
- G. Cabinet Cover Signs. Where one business vacates a property and a new business occupies the same site, the new business may utilize a cabinet cover(s) over the existing sign cabinet structure(s) subject to issuance of a temporary use permit until permanent sign faces can be installed in the existing freestanding or wall mounted sign cabinet(s). The use of a cabinet cover(s) shall be limited to a period not to exceed one hundred twenty days. This one hundred twenty-day period shall not be counted among the maximum number of days per year for which the display of temporary signs is allowed.
- H. Public Works Contingency. Where a business sign or entrance is obstructed due to a public works project, or where such a project creates the need for additional directional signage, such business may be granted a temporary use permit for the duration of the obstruction. Such a temporary sign shall be used for business identification or directional purposes only. There shall be no charge for a permit for such a sign, nor shall the

display period be counted among the maximum number of days per year for which the display of temporary signs is allowed.

- I. Fees. Fees for temporary use permits shall be established per resolution by the city council.
- J. Prohibited Signs. The following temporary signs shall be prohibited at all times:
 - 1. Temporary signs in the public right-of-way;
 - 2. Inflatable signs made of mylar, or other similar metal-coated plastics.

(Ord. 2160 § 5 (part), 1997)

17.62.120 Limits on projecting into pedestrian or vehicular use areas.

No sign shall project over public right-of-way without first obtaining permission in writing from the city council. Otherwise, no sign, or portion thereof, shall extend or project over any public sidewalk, parkway, street, or other public property, or over any private property used, or intended to be used as a sidewalk, pedestrian path, bikeway, street, driveway, parking lot, driving aisle, parking space, loading area or other pedestrian or vehicular access area, except as provided for in the following provisions:

- A. Below Eight Feet. No part of any sign may project or extend into such a pedestrian or vehicular use area below a height of eight feet above ground level.
- B. Between Eight and Twelve Feet. Above a height of eight feet and below a height of twelve feet, no sign shall project more than twelve inches into such a pedestrian or vehicular use area.
- C. Above Twelve Feet. Above a height of twelve feet, no sign shall project or extend more than thirty inches into such a pedestrian or vehicular use area.

(Ord. 2160 § 5 (part), 1997)

17.62.130 Business identification.

- A. Legibility. Every business utilizing any signs pursuant to this chapter must identify itself to the public with a sign which identifies the business using Roman letters and/or Arabic numerals at the front of the business facing the street, and in contrasting colors to the background. This business identification shall be legible from the same or greater distance as any other sign copy for the business on the site.
- B. Address. In addition to any signs permitted under the provisions of this chapter, the correct street address number of every commercial and industrial building shall be displayed on the building facing the street, and shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height and be of a color contrasting to the background. In addition, any business which affords vehicular access to the rear through any driveway, alleyway or parking lot shall also display the same numbers on the rear of the building. (See Section 15.08.110(L) of this code)

(Ord. 2160 § 5 (part), 1997)

17.62.140 Planned sign program.

The purpose of a planned sign program is to encourage consistency of design and regulation and to allow flexibility of design for signs which are harmonious throughout a commercial or industrial development and which promote a positive identification and image. A planned sign program may be approved for freeway signs or for

commercial or industrial centers on sites of twenty thousand square feet or more. An application for such program must be reviewed and approved by the planning commission. A planned sign program is intended to provide maximum incentive and latitude to encourage variety and good design of signs, and to allow response to special circumstances, but shall not be used to circumvent the objectives of this chapter. It is intended that signs approved per a planned sign program not be subject to the specific limitations contained in the foregoing provisions of this chapter, but that such signs be equal to or better than that which the specific code standards would otherwise yield. A planned sign program shall be evaluated on the merit of the program being presented (i.e., comprehensiveness, consistency, aesthetics, orientation and need of the advertisement). Conditions may be imposed to the extent that findings required for a sign program cannot be made without imposition of those conditions.

- A. Review Standards. A planned sign program may be approved or conditionally approved by the planning commission only if the following findings are made:
 - 1. The proposed signs are consistent with the intent of this chapter, the general plan and any applicable specific plans;
 - 2. The proposed signs are aesthetically and architecturally consistent with each other;
 - 3. The proposed signs are aesthetically and architecturally compatible with the buildings and developments they identify, taking into account building materials, colors and design;
 - 4. The proposed signs are aesthetically compatible with the surrounding commercial development and existing sign treatment in the vicinity; and
 - 5. Approval does not constitute a grant of special privilege or allow substantially greater overall visibility than the standard provisions of this chapter would otherwise provide.
- B. Planned Sign Program—Application Form, Filing Fee. Application for a planned sign program shall be made by the property owner, the owner of an existing or proposed business on the site, or an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution of the city council.
 - 1. The following shall be submitted as a part of the application:
 - a. A completed application on a form provided for this purpose by the planning department;
 - b. A planned sign program narrative which provides a written description of the goals, objectives and sign criteria; and
 - c. Seventeen copies of the following:
 - i. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,
 - ii. Facade elevations of all buildings showing all existing or proposed signs,
 - iii. Architectural details of all signs and sign structures, and
 - iv. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

(Ord. 2160 § 5 (part), 1997)

17.62.150 Deviation from requirements.

When it is found that the strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardship inconsistent with the purpose and intent of this chapter, a minor deviation or deviation may be granted subject to specific requirements and findings as set forth in this chapter.

- A. Minor Deviations. When an application for a sign permit has been submitted to the planning department, the director of planning shall have authority to grant or conditionally grant a minor deviation to allow no more than one of the following: a ten percent increase in the height or area of an allowable sign, or a ten percent decrease in the area of a required landscape planter, subject to the findings contained in subsection D of this section.
- B. Planning Commission Deviations. The planning commission shall have the authority to grant deviations that are greater than the limitations on minor deviations per subsection A of this section; and to the provisions relating to: (1) the placement of the sign on the land or building; (2) the separation from other signs; (3) the abatement of nonconforming signs. Deviations approved by the planning commission shall be processed in the same manner as a zone variance except that public notice of the hearing is not required.
- C. Planning Commission Deviations—Application Form, Filing Fee. Application for a planning commission deviation shall be made by the property owner, or the business owner of an existing or proposed business on the site, or by an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution by the city council.

The following shall be submitted as part of the application:

- 1. A completed application on a form provided for this purpose by the planning department; and
- 2. Seventeen copies of the following:
 - a. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,
 - b. Facade elevations of all buildings with existing or proposed wall signs,
 - c. Architectural details of all signs and sign structures, and
 - d. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.
- D. Deviation Findings. Deviations may be approved or conditionally approved only if the granting authority finds that:
 - 1. The strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of this chapter;
 - 2. The sign is in proportion to the structure or use to which it relates;
 - 3. The sign's external features are in balance and unity, and present a harmonious appearance;
 - 4. The sign is compatible with the style or character of improvements on adjacent property; and
 - 5. The sign is consistent with the objectives of the general plan or any applicable specific plan.

(Ord. 2160 § 5 (part), 1997)

17.62.160 Nonconforming signs.

It is the intent of this section to recognize that the eventual elimination, as expeditiously as possible, of existing signs that are not in conformity with the provisions of this chapter is as important, as is the prohibition of new signs that would violate these regulations. It is also the intent of this section that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.

- A. Definition. A nonconforming sign is a sign which had been lawfully established prior to the time of the adoption of these standards which:
 - 1. Does not now conform to these standards; or
 - 2. Is neither specifically permitted or prohibited under these standards.
- B. General Requirements. A nonconforming sign shall be properly maintained ~~in~~in accordance with Section 17.62.040 of this chapter but may not be:
 - 1. Changed to another nonconforming sign;
 - 2. Improved or structurally altered so as to extend its useful life, outside of a change in copy; or
 - 3. Expanded, moved or relocated, except as provided in Section 17.62.105, Off-Premises Digital Display signs.
- C. Removal or Replacement. Nonconforming signs and other signs must be removed or replaced by conforming signs when any of the following applies:
 - 1. A sign which was erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use;
 - 2. A sign which was lawfully erected but the use of which has ceased, or the structure upon which the display was erected has been abandoned by its owner for a period of not less than ninety days;
 - 3. The business represented by the sign replaces or expands the existing signs on the site;
 - 4. A sign which has been more than fifty percent destroyed and the destruction is other than facial copy replacement, and the display cannot be repaired within thirty days of the date of its destruction;
 - 5. A sign for which there has been an agreement between the sign owner and the city for its removal as of any given date;
 - 6. A sign which may become a danger to the public or is unsafe;
 - 7. A sign which constitutes a traffic hazard not created by relocation of streets or highway or by acts of any city or county; or
 - 8. In addition to the preceding, any nonconforming sign located within a redevelopment project area must also be removed according to the amortization period as specified in the following table and as measured from 10/12/87 or the subsequent date of adoption of any amendment of this chapter which created the nonconformity:

Amortization Table

Permit Value of Sign	Period for Removal
\$0 to \$1,000	12 months
1,001 to 2,000	18 months
2,001 to 3,000	24 months
3,001 to 4,000	30 months

4,001 to 5,000	36 months
5,001 to 6,000	42 months
6,001 to 7,000	48 months
7,001 to 8,000	54 months
8,001 to 9,000	60 months
9,000 to 10,000	68 months
10,001 and over	72 months (6 years)

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 4, 2-24-2016)

17.62.170 Definitions.

For the purpose hereof, the following definitions shall apply:

"Awning sign" means a sign which is painted, sewn, stained, etc., permanently onto the exterior surface of an awning. For the purpose of this chapter, an awning is a permanent or temporary structure attached to and entirely supported by a wall of a building and installed over and partially in front of doors, windows or other openings in a building and over all or any portion of a building wall. Said awning consists of a frame with a canvas or other similar material covering the entire frame.

"Cabinet cover sign" means a temporary sign cover constructed of cloth, vinyl, plastic, canvas, or other similar light-weight materials. This temporary sign is designed to cover a sign cabinet of a freestanding or wall mounted sign.

"Cabinet sign" means a sign which contains all the text and/or logo symbols within a plastic single faced area, which may or may not be internally illuminated, and is held within a structural casing usually fabricated of sheet metal. This metal sign structure shall be referred to as a sign cabinet. Cabinet signs that are mounted on a building shall be referred to as a wall sign.

"Changeable copy sign" means a sign that is designed so that the individual characters, letter, or illustrations can be changed or rearranged on a regular basis without altering the face of the surface of the sign.

"Channel letter sign (individual letter sign)" means individual three dimensional letters, characters, logos or figures mounted individually on a wall surface or on a race-way. Channel letter signs shall be referred to as wall signs.

"Clearance of a sign" means the vertical space or distance between the lowest most horizontal ornamental or structural element of the sign to the ground immediately below such point.

"Commercial advertising statuary" means a statue or other three dimensional structure in the form of an object that identifies, advertises or otherwise directs attention to a product or business.

"Digital display" means "message center" as defined in Business and Professions Code section 5216.4, which is any advertising display where the message is changed more than once every two minutes, but not more than once every four seconds.

"Elevation" means the exterior walls of a building exposed to public view.

"Facade" means the exterior walls of a building which are exposed to public view.

"Front facade" means the main building elevation containing the primary entrance of the building which typically faces a public street. In cases where a business is located in a multiple tenant commercial or industrial center, the front facade shall be the main entrance to the business.

"Flag," "pennant" or "banner" means a device generally made of flexible materials, usually cloth, paper or plastic. They may or may not contain any sign copy and are primarily intended to draw attention.

"Flashing illuminated sign" means any directly or indirectly illuminated sign which exhibits changing natural or artificial light or color effects by any means whatsoever.

"For sale sign" or "for rent sign" means a sign indicating the availability for sale, rent or lease of the specific lot, building or portion of a building upon which the sign is displayed.

"Freestanding sign" means a sign that is independent of or not affixed to any building or structure, permanent in nature, entirely supported by one or more poles with a solid base or other structural elements and either placed on or anchored in the ground. Pursuant to this chapter, pole signs, monument signs, and pylon signs are all considered to be freestanding signs.

"Freeway sign" means a sign whose purpose is to identify a specific service-oriented business (those offering eating facilities, lodging accommodations or automobile services) which is located adjacent to the freeway right-of-way, or separated from the right-of-way by a frontage road.

"Height of a sign" means the vertical distance measured from the highest point of the sign including any architectural, ornamental or structural element of the sign to the ground immediately below such point.

"Inflatable sign" means a balloon or other object inflated with lighter-than-air gaseous elements for buoyancy, which is attached or anchored to any building, structure or the ground, and shall include all parts, portions, units and material composed of the same, including the support or anchor.

"Leading edge" means the closest vertical edge of a sign to the property line or other point of reference as specified in this chapter.

"Linear" refers to length only.

"Mansard sign" means any cabinet sign that is mounted permanently to a mansard roof or other similar roof structure such as an angled roof structure directly above a marquee.

"Marquee" means any permanent construction/structure which projects from the wall of a building and which usually extends out over the front entrance of a building.

"Marquee sign" means any sign mounted to the top of a marquee but which is below the roof line or top of a building parapet.

"Monument sign" means a freestanding, low profile structure with a solid base which may be internally or externally illuminated and is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's horizontal dimension is greater than its vertical dimension.

"Mural" means a large painting or picture, which may be pictorial or abstract, applied to or made a part of a wall, or a large painting done on a panel which is then affixed to a wall.

"Off-premises sign" means any sign which directs attention to a business, commodity, service or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located. The phrase "off-premises sign" includes signs referred to as subdivision or tract advertising and/or directional signs and billboards.

"Painted wall sign" means any sign which is painted directly to the exterior wall of a building or masonry block wall.

"Planned sign program" means an adopted master sign plan providing coordinated signs for a site using one or more common design elements such as colors, materials, lettering, sign type or style, or illumination.

"Pole cover" means a decorative architectural feature which covers the supporting pole(s) or other structural supports of a sign.

"Pole sign" means a freestanding structure which is supported by a structural member(s) with air space between the ground level and the bottom of the sign.

"Portable sign" means any sign capable of being carried or moved from one spot to another and which is not permanently affixed or attached to the ground or to any structure.

"Projecting sign" means a sign attached to an exterior wall and/or to the roof of a building, which sign is oriented at an angle up to ninety degrees to or from the building.

"Pylon sign" means a freestanding structure which is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's vertical dimension is greater than its horizontal dimension.

"Relocation" means removal of an existing off-premises display or advertising structure and the construction of a new digital display to substitute or replace the display or advertising structure removed.

"Roof sign" means a sign supported by or attached to the roof of a building or projecting higher than the roof line, parapet wall or cornice of a building.

"Setback" means the distance between the property line abutting the street right-of-way line and the front line of a building, structure, freestanding sign or any projection thereof.

"Sign" means any device for visual communication, including any announcement, declaration, demonstration, display, illustration or insignia, which is used to advertise or promote the interests of any person, business group or enterprise, including, but not limited to, outdoor advertising structures.

"Sign area" means the entire surface area of the sign copy, which includes the total area of the copy and background whether or not there is sign copy on all surfaces. Architectural design embellishments and structural elements such as sign pedestal or pole are not part of the sign area. The sign face includes the smallest square, circle, rectangle, triangle or combination of irregular shapes that will encompass the extreme limits of the copy together with the frame or structural trim of the display such as a sign cabinet.

"Sign copy" means any words, characters, logos, letters, numbers, figures, designs or other symbolic representations incorporated into a sign. The sign copy may consist of individual channel letters or a plastic, lexan or ~~plexiglas~~plexiglass face of a cabinet sign.

"Site" means one or more contiguous lots or parcels which are jointly used or developed in any manner.

"Street frontage" means the length of a lot or parcel of land contiguous with or adjacent to a public right-of-way, street or highway.

"Temporary sign" means a sign or display constructed of cloth, plastic, canvas, or similar lightweight materials, with or without frames, or an inflatable sign, other than a standard twelve-inch latex balloon, which are intended to be displayed for a temporary period, and which is used for advertising, promotion or directing of the public interest to: the sale or lease, or change of ownership or management of a business or property, announcement of special sale events or promotional activities, election posters and campaign literature, charitable causes.

"Under marquee sign" means any sign mounted beneath and affixed to the marquee of a building.

"Wall sign" means any sign posted on, suspended from, or otherwise affixed in an essentially flat position to the wall of a building. Such signage shall not include signs painted directly onto the building.

"Wind driven sign" means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

"Window sign" means any sign affixed to a window or within twelve inches of a window that is intended to be seen from the exterior of a building through a window.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 5, 2-24-2016)

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/16/2023 11:57:19 AM	
Style name: L&W with Moves	
Intelligent Table Comparison: Active	
Original DMS: iw://usdocs.lw.com/US-DOCS/140268246/1	
Modified DMS: iw://usdocs.lw.com/US-DOCS/140268246/5	
Changes:	
<u>Add</u>	41
Delete	34
Move From	0
Move To	0
<u>Table Insert</u>	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	75

ORDINANCE NO. 2467

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING AMENDED AND RESTATED DEVELOPMENT
AGREEMENT NO. 01-23 (1633 WASHINGTON BLVD.) BETWEEN THE
CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR
A DIGITAL SIGN**

WHEREAS, the City of Montebello (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, California Government Code Sections 65864, et seq., (“Development Agreement Law”) provides that the Planning Commission and the City of Montebello City Council (“City Council”) must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12’ x 25’ outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12’ x 25’ outdoor advertising sign located on the real property; and

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 01-23”) (“Agreement”) with the city to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*; and

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City’s General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development; and

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Amended and Restated Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City and Clear Channel Outdoor, LLC ("Developer"); and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "B."

Section 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 5. Pursuant to City Council further finds and determines that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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 activity is not subject to CEQA.

Section 6. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 7. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

Section 8. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2467 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance 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

ORDINANCE NO. 2468

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING AMENDED AND RESTATED DEVELOPMENT
AGREEMENT NO. 02-23 (1720 BLUFF RD.) BETWEEN THE CITY OF
MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A
DIGITAL SIGN**

WHEREAS, the City of Montebello (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, California Government Code Sections 65864, et seq., (“Development Agreement Law”) provides that the Planning Commission and City of Montebello City Council (“City Council”) must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan; and

WHEREAS, Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12’ x 25’ outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12’ x 25’ outdoor advertising sign located on the real property; and

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 02-23”) (“Agreement”) with the city to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*; and

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development; and

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Amended and Restated Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City and Clear Channel Outdoor, LLC ("Developer"); and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the City Council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign

owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

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

Section 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "C."

Section 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 5. The City Council further finds and determines that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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 activity is not subject to CEQA.

Section 6. The City Council hereby finds and determines that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from

these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 7. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

Section 8. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2468 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance 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

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 03-22 (Agreement No. 4033) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Boulevard in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus") with refurbishment costs not to exceed Twenty thousand Dollars (\$20,000) per digital display face under this Agreement.

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [XX].

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [XX], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [XX] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 “ Site Lease” means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 “Agreement” means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 “City” means the City of Montebello, a California municipal corporation.

1.1.4 “City Council” means the City Council of the City.

1.1.5 “Developer” means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborage Way, Torrance, CA 90501.

1.1.6 “Development Approvals” means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”) and from the California Department of Transportation (“Caltrans”), if any.

1.1.7 “Effective Date” is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. ____, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. ____, and after expiration of all applicable appeals periods.

1.1.8 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and the installation of digital display faces on the New Digital Billboard".

1.1.13 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.14 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.16 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect

to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part

thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars (\$10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City 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 City and/or Developer 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. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or

liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable

NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted

prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency

materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the

term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the

reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that

the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any

one person, at least Four Million Dollars (\$4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main

purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer: Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To: Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's

obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

PARCEL MAP AS PER BK 14 P 21 OF PM
LOT 2

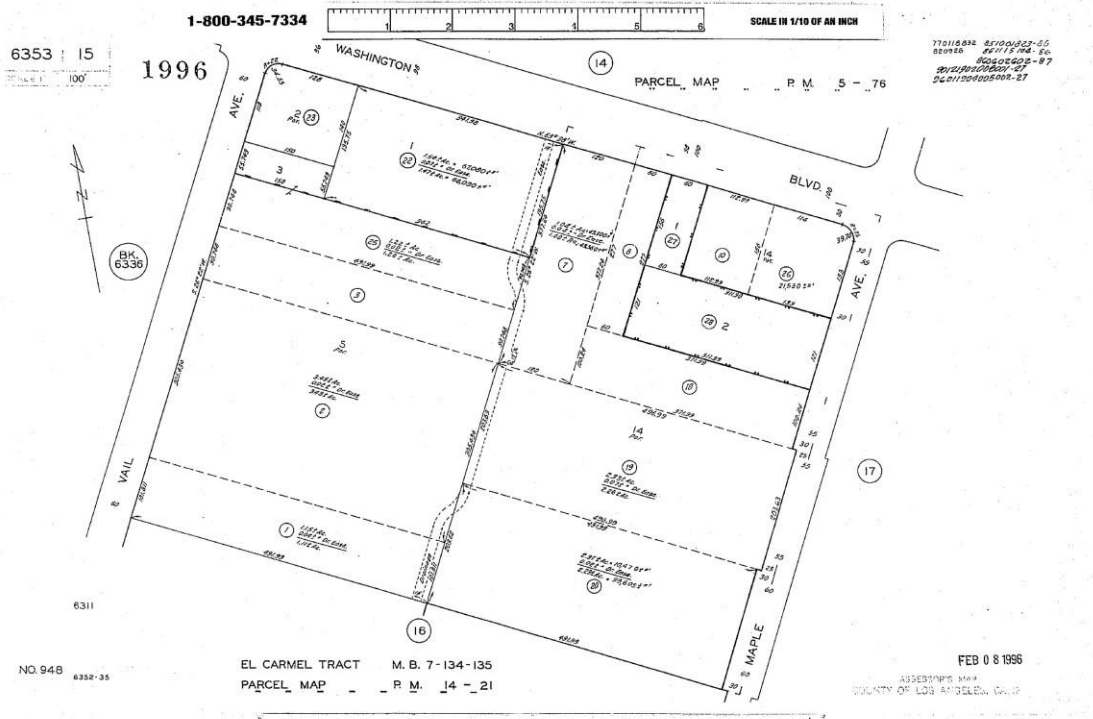


EXHIBIT "B"

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces

Existing West Face



Existing East Face



Digital Panel Sample



EXHIBIT "C"
Billboard Structure and Faces To Be Removed

249 E Beverly Terrace, Montebello, CA 90640 (Panels #3936 & #3937)

East Face



West Face



EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. **Project.** Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. **Building Fees.** Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. **Maintenance and Access.** Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. **Other Rights of City.** In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX] (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 02-22 (Agreement No. 4032) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in,

California Business & Professions Code Sections 5200 *et seq.* (the “California Outdoor Advertising Act”), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus of Twenty thousand Dollars (\$20,000) per digital display face under this agreement to be used to refurbish the City’s existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the “Signing Bonus”).

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [X].

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City’s police power; the terms of the Agreement will not be detrimental to the public’s health, safety, or general welfare; and this Agreement is consistent with the City’s General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City’s planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [X], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [X] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project

in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborage Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. [X], but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. [X], and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include

NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and , and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Removed Sign" means the sign to be completely removed as more fully described on Exhibit "C" hereto.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.15 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.18 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any

amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars (\$10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City 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 City and/or Developer 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. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent

approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land

Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports,

recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects

of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 Term. The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or

other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section

6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) **Liability Insurance.** Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, at least Four Million Dollars (\$4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) **Worker's Compensation.** Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) **Insurance Policy Form, Sufficiency, Content and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 **Failure to Maintain Insurance and Proof of Compliance.** Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 **General.** Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them

harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will

not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer: Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To: Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LEGAL DESCRIPTION OF SITE

[illegible]

EXHIBIT "B"

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces

Existing West Face



Existing East Face



Digital Panel Sample



EXHIBIT "C"
Billboard Structure and Faces To Be Removed

8105 Slauson Ave., Montebello, CA 90640 (Panels #5272 & #5273)

East Face



West Face



EXHIBIT "C"

Billboard Structure and Faces To Be Removed

8105 Slauson Ave, Montebello, CA 90640 (Panels #5272 & #5273)

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. **Project.** Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. **Building Fees.** Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. **Maintenance and Access.** Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. **Other Rights of City.** In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.



**CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING**

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, September 27, 2023, at approximately 7:00 p.m., or as soon as possible thereafter as the matter can be heard, to consider the following:

A Text Amendment to amend Chapter 17.62 - Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs. In addition, the Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, Inc. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted 12' x 25' dual-faced static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location. Each digital display panel shall be 12' high and 25' wide for a total display area of approximately 300 square feet. The maximum height of the digital sign shall not exceed 75-feet in accordance with MMC Section 17.62.105.E.7. The term of the Development Agreement shall remain in effect for 20 years from the date the new digital display becomes operational or until the permanent removal of the digital displays, whichever comes first. The term may be extended through mutual agreed upon written extension.

APPLICANT: Clear Channel Outdoor, Inc

Location: 1633 Washington Boulevard and 1720 Bluff Road, Montebello, CA 90640

Case Nos.: PC-2023-0006-TCA/ENV Nos. 5-23-CE & 6-23-CE/DA Nos. 01-23 & 02-23

Environmental: Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "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 activity is not subject to CEQA". In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

For those interested in participating in-person during the public comments period or public testimony period for public hearings, you may address the City Council in-person the day of the meeting. Speakers will be required to fill out a speaker card provided during this meeting and turn it into the City Clerk or a staff designee prior to each public comment announcement period. Each speaker card will be called in the order received.

The public may also submit emailed comments via the City's email address: ccpubliccomment@montebellocal.gov where the public can submit public comments up until the day of the meeting, Wednesday, September 27, 2023 between 7:30 a.m. – 6:00 p.m.. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

If you challenge the subject matter 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.

Kimberly Guillen, Acting Sr. Deputy City Clerk

Dated: September 7, 2023

Date published: September 14, 2023



ITEM # 8

CITY OF MONTEBELLO CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Nick Razo, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 23-69 UPDATING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION TO ADJUST "POLICE TRAINEE" SALARY RANGE**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-69 (Compensation Plan and Table of Organization) to update the Police Trainee salary range, from range twenty-four (\$58,726 – \$73,341) to range forty-one (\$89,359 – \$111,597); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2023-24 adopted budget includes funding for Police Trainees (i.e., non-sworn employees attending an entry-level police academy). The amount included in the adopted budget is an estimate, based on an informed assumption of the number of Police Trainees attending a six-month police academy. The amount of funding in the FY 2023-24 budget was developed in consultation with the Police Department during budget development. Staff will monitor the budget allotted for these positions throughout the fiscal year and adjust as needed, considering that new Police Trainees will be hired at a higher hourly rate if this item is approved.

BACKGROUND/DISCUSSION:

The City of Montebello is a full-service organization that depends on the experience, knowledge, and skills of a well-staffed police department to maintain public safety, prevent and respond to criminal activity, and ensure the well-being of residents and

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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property within the City's jurisdiction. The City Council has made Public Safety a priority and this measure is in line with attracting new hires into the profession of law enforcement. The Montebello Police Department, along with many other law enforcement agencies across the United States, are experiencing overwhelming challenges in recruiting and retaining qualified candidates when positions become available. The City has implemented an aggressive recruitment model for the Police Trainee classification as a proactive tool to attract qualified applicants. On average, the City receives two hundred (200) applications for Police Trainee recruitment, with approximately sixty-five (65) qualified applicants invited to participate in the recruitment process. Unfortunately, more than twenty percent (20%) of the invited candidates withdraw from the process to accept higher-paying employment offers from competing agencies, fail the background process or change their career path. Of those applications, only 10-12 are eligible to proceed to the background component. Of those 10-12, on average 2-3 pass the background and move on to the academy phase of the recruitment. The incentive to start at a higher rate is to encourage a stronger pool of applicants to apply and allows Montebello to be complete.

In March 2023, Human Resources met with the Police Department and discussed strategies to recruit and retain qualified personnel for the Police Trainee classification. Both departments agreed that aligning the Police Trainee salary range (Range 24: \$58,726 – \$73,341) with the Police Officer salary range (Range 41: \$89,359 – \$111,597) for the duration of the police academy training will improve the candidate pool and enable the City to remain competitive in its recruitment and retention efforts. By utilizing this strategy, the City will be better positioned to recruit and retain the most qualified and resolute candidates through the completion of the police academy training.

On June 29, 2023, Human Resources held a meet and confer session with the Montebello City Employees' Association (MCEA) to discuss the proposed salary range alignment. As a non-sworn/non-safety position, the Police Trainee is an MCEA represented classification for the duration of the police academy training. Upon meeting the certification requirements of the Commission on Peace Officer Standards and Training (POST), Police Trainees are promoted to Police Officer, a Montebello Police Officers' Association (MPOA) represented classification. The MCEA tentatively agreed to the proposed salary range alignment, to be presented to the City Council as updating the "Compensation Plan and Table of Organization" resolution (Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-69 (Attachment A) to update the Police Trainee salary range, from range twenty-four to range forty-one; and

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - RESOLUTION NO. 23-69

NEXT STEPS:

N/A

RESOLUTION NO. 23-69

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

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

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

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

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	\$132,654	\$165,666
Fire Captain	46	\$101,101	\$126,262
Police Captain	67	\$169,808	\$212,067
Police Lieutenant	61	\$146,425	\$182,865
Police Sergeant	51	\$114,387	\$142,854
Senior Fire Inspector	38	\$82,979	\$103,629

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	\$38,595	\$48,199
Administrative Assistant	5	\$36,735	\$45,877
Assistant Engineer	33	\$73,341	\$91,593
Assistant Planner	30	\$68,104	\$85,053
Building Inspector	27	\$63,242	\$78,980
Building Maintenance Tradeworker I	13	\$44,758	\$55,896
Building Maintenance Tradeworker II	16	\$48,199	\$60,194
Business License Technician	12	\$43,666	\$54,533
Combination Building Inspector	35	\$77,054	\$96,230
Community Outreach Specialist	21	\$54,533	\$68,104
Community Risk Reduction Coordinator	32	\$71,552	\$89,359
Community Services Coordinator	13	\$44,758	\$55,896
Court Liaison	12	\$43,666	\$54,533
Custodian	7	\$38,595	\$48,199
Engineering Technician	22	\$55,896	\$69,807

ATTACHMENT B

Finance Technician	16	\$48,199	\$60,194
Fire Engineer	40	\$87,179	\$108,875
Fire Inspector	21	\$54,533	\$68,104
Firefighter	35	\$77,054	\$96,230
Human Resources Technician	27	\$63,242	\$78,980
Lead Finance Technician	24	\$58,726	\$73,341
Maintenance Worker	10	\$41,562	\$51,905
Parking Control Officer	12	\$43,666	\$54,533
Payroll Coordinator	24	\$58,726	\$73,341
Payroll Specialist	23	\$57,294	\$71,552
Permit Technician	18	\$50,639	\$63,242
Police Community Service Officer	16	\$48,199	\$60,194
Police Corporal	44	\$92,230	\$120,178
Police Dispatcher I	22	\$55,896	\$69,807
Police Dispatcher II	27	\$63,242	\$78,980
Police Officer	41	\$89,359	\$111,597
Police Records Technician	10	\$41,562	\$51,905
Property & Evidence Technician I	20	\$53,203	\$66,443
Public Information Coordinator	24	\$58,726	\$73,341
Public Safety Radio Technician	31	\$69,807	\$87,179
Public Works Inspector	28	\$64,823	\$80,955
Records Coordinator	22	\$55,896	\$69,807
Risk Management Assistant	12	\$43,666	\$54,533
Senior Building Inspector	34	\$75,175	\$93,883
Senior Finance Technician	22	\$55,896	\$69,807
Senior Permit Technician	21	\$54,533	\$68,104

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

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	44	\$96,230	\$120,178
Accounting Supervisor	30	\$68,104	\$85,053
Assistant City Manager	74	\$201,848	\$252,081
Assistant Director of Finance	56	\$129,418	\$161,626
Assistant Director of Fire	54	\$123,182	\$153,838
Assistant Director of Human Resources	56	\$129,418	\$161,626
Assistant Director of Planning and Community Development	55	\$126,262	\$157,684
Assistant Director of Public Affairs	55	\$126,262	\$157,684

ATTACHMENT B

Assistant Director of Public Works	54	\$123,182	\$153,838
Assistant Director of Recreation & Community Services	51	\$114,387	\$142,854
Assistant Director of Transportation	54	\$123,182	\$153,838
Assistant Fire Chief	62	\$150,086	\$187,436
Assistant Police Chief	69	\$178,405	\$222,803
Associate Engineer	40	\$87,179	\$108,875
Building Maintenance Supervisor	30	\$68,104	\$85,053
Building Official	49	\$108,875	\$135,970
City Manager	*	\$334,624	\$334,624
Code Enforcement Manager	38	\$82,979	\$103,629
Construction Manager	48	\$106,220	\$132,654
Crime Prevention Supervisor	34	\$75,175	\$93,883
Deputy Director of Public Works	52	\$117,247	\$146,425
Deputy Director of Transportation	52	\$117,247	\$146,425
Deputy Fire Chief	58	\$135,970	\$169,808
Director of Finance	71	\$187,463	\$234,082
Director of Human Resources	71	\$187,463	\$234,082
Director of Planning & Community Development	68	\$174,053	\$217,369
Director of Public Affairs/Information Technology	68	\$174,053	\$217,369
Director of Public Works/City Engineer	72	\$192,222	\$239,934
Director of Recreation & Community Services	67	\$169,808	\$212,067
Director of Transportation	69	\$178,405	\$222,803
Dispatch Supervisor	32	\$71,552	\$89,359
Economic Development Manager	50	\$111,597	\$139,369
Finance Supervisor	32	\$71,552	\$89,359
Finance Manager	44	\$96,230	\$120,178
Fire Chief	74	\$201,848	\$252,081
Fire Marshal	50	\$111,597	\$139,369
Fleet Maintenance Manager	44	\$96,230	\$120,178
Fleet Maintenance Supervisor	33	\$73,341	\$91,593
Fleet Services Manager	42	\$91,593	\$114,387
Fleet Services Supervisor	22	\$55,896	\$69,807
Grants & Project Administrator	36	\$78,980	\$98,636
Housing Manager	48	\$106,220	\$132,654
Human Resources Analyst	34	\$75,175	\$93,883
Human Resources Manager	48	\$106,220	\$132,654
Information Systems Manager	49	\$108,875	\$135,970
Information Systems Supervisor	39	\$85,053	\$106,220
Management Analyst	30	\$68,104	\$85,053
Maintenance Manager	44	\$96,230	\$120,178
Office Manager	27	\$63,242	\$78,980
Park Maintenance Supervisor	30	\$68,104	\$85,053
Planner	35	\$77,054	\$96,230
Planning Manager	49	\$108,875	\$135,970
Police Chief	75	\$206,895	\$258,383

ATTACHMENT B

Police Records Supervisor	31	\$69,807	\$87,179
Principal Engineer	52	\$117,247	\$146,425
Principal Risk Officer	59	\$139,369	\$174,053
Public Information Officer	32	\$71,552	\$89,359
Public Safety Radio Supervisor	39	\$85,053	\$106,220
Public Works Inspector	28	\$64,823	\$80,955
Public Works Manager	37	\$80,955	\$101,101
Public Works Superintendent	43	\$93,883	\$117,247
Recreation Manager	35	\$77,054	\$96,230
Recreation Supervisor	29	\$66,443	\$82,979
Revenue Supervisor	30	\$68,104	\$85,053
Risk Management Analyst	30	\$68,104	\$85,053
Risk Manager	50	\$111,597	\$139,369
Senior Deputy City Clerk	39	\$85,053	\$106,220
Senior Economic Development Coordinator	34	\$75,175	\$93,883
Senior Human Resources Analyst	41	\$89,359	\$111,597
Senior Management Analyst	36	\$78,980	\$98,636
Senior Planner	41	\$89,359	\$111,597
Senior Procurement Analyst	33	\$73,341	\$91,593
Social Work Supervisor	40	\$87,179	\$108,875
Street Maintenance Supervisor	32	\$71,552	\$89,359
Superintendent/Facility Manager	38	\$82,979	\$103,629
Transit Administration Manager	45	\$98,636	\$123,182
Transit Assistant Manager	34	\$75,175	\$93,883
Transit Operations Manager	47	\$103,629	\$129,418
Transit Planner	30	\$68,104	\$85,053
Transit Supervisor	26	\$61,699	\$77,054
Warehouse Supervisor	26	\$61,699	\$77,054

**The City Manager's salary is set by separate City Council approved contract.*

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	\$61,699	\$77,054
Code Enforcement Coordinator	10	\$41,562	\$51,905
Code Enforcement Officer	27	\$63,242	\$78,980
Crime Analyst	32	\$71,552	\$89,359
Deputy City Clerk	24	\$58,726	\$73,341
Economic Development Coordinator	26	\$61,699	\$77,054
Field Response Case Coordinator	11	\$42,601	\$53,203
Firefighter/Paramedic Trainee	21	\$54,533	\$68,104
Information Systems Analyst	36	\$78,980	\$98,636
Information Systems Technician	18	\$50,639	\$63,242
Police Trainee	41	\$89,359	\$111,597
Risk Management Assistant	19	\$51,905	\$64,823
Senior Accountant	35	\$77,054	\$96,230
Senior Administrative Assistant	14	\$45,877	\$57,294

ATTACHMENT B

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		15.50	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		15.92	20.31
Bus Operator		18.93	20.68
Clerical Assistant		15.50	18.33
Code Enforcement Technician		15.50	16.84
Community Services Aide - SYEP		15.50	15.50
Equipment Service Worker		15.50	19.11
Field Maintenance Worker		15.50	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		15.50	18.33
Intern		15.50	18.33
Lifeguard		15.50	16.64
Maintenance Worker		15.92	20.31
Mechanic's Assistant		15.50	17.49
Park Ranger		15.50	19.30
Parking Control Officer		18.72	21.28
Police Cadet		15.50	19.33
Police Community Services Officer		15.50	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		15.50	16.22
Recreation Leader II		15.50	17.79
Recreation Leader III		15.50	18.75
Recreation Leader IV		16.71	20.55
Risk Management Assistant		15.50	21.45
Secretary		15.50	17.90
Senior Lifeguard		16.15	18.27
Senior Project Manager		63.87	77.66
Transportation Revenue Coordinator		15.93	20.22
Transportation Specialist		15.50	24.45

ATTACHMENT B

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect immediately upon ratification.

APPROVED AND ADOPTED this 27th day of September, 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-__ 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 27th day of September, 2023 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 # 9

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: APPROVE PARTICIPATION AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE UNDER THE CHARGE READY PROGRAM

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Charge Ready Charging Infrastructure and Rebate Participation Agreement with Southern California Edison (SCE); and
2. Authorize the Acting City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with entering into a participation agreement with SCE for the "Charge Ready Program" (the Program). The Program covers "make-ready infrastructure" up to the charging station stub-outs and offers rebates to help offset equipment and installation costs. This Program designates SCE to install all necessary power transformers, metering devices, breaker panels, wiring, and conduits needed to make charger installation possible.

The City will be required to utilize one of SCE's qualified vendors (the "Vendor") for installation of charging stations and equipment after the infrastructure has been constructed by SCE. The potential cost for the charging equipment is expected to be covered by the Vendor via an MOU/Agreement with equipment providers on a revenue sharing basis and/or through SCE's rebates.

Staff will bring back a future agenda item addressing the installation of charging equipment, granted that there will be no direct cost to the City for procurement of the chargers.

BACKGROUND/DISCUSSION:

On November 15, 2021, President Biden signed a new \$1 trillion dollar Infrastructure Bill that makes competitive funding available for sustainability and resilience projects. The State of California has partnered with SCE in establishing the “Charge Ready Program” to meet the need for electric charging infrastructure. The Program launched on July 12, 2021, offering multiple programs and incentive options for existing commercial, multifamily, and public buildings, with a target goal to install more than 38,000 charging ports across the state. The Program is funded through the California Public Utilities Commission (PUC) and is administered by SCE to accelerate the adoption of electric vehicles throughout California. The program covers “make-ready infrastructure” up to the charging station stub-outs and offers rebates to help offset equipment purchase and installation costs.

Program applicants are required to be current SCE customers and own, lease, manage, or be the customer of record of the project site. The project site must also be in SCE’s service area. If necessary, customers are required to grant easement rights to SCE. Each project site is required to install a minimum of four (4) Level 1 (120 Volt/slower charging time than Level 2) or Level 2 (240 Volt) chargers that are separately metered. Requirements also include enrollment in a time-of-use (TOU) rate plan and a demand response program. To qualify for equipment rebates, all equipment must be selected from SCE’s approved product list and must be kept operational for 10 years. Monthly charging data must also be provided to SCE.

To take advantage of this Program, staff has submitted an application for an SCE-Built installation of charging station infrastructure at Montebello City Hall for the potential installation of thirty-four (34) Level 2 Chargers.

Staff identified City Hall as being the most practical for use by the City’s existing and potential future fleet of plug-in hybrid and fully electric vehicles, while also providing opportunities for City staff and the public to access electric vehicle charging stations. SCE-Built presented City staff with a conceptual plan for the installation of electric vehicle infrastructure for the south-west area of City Hall. The plan shows locations and types of charging ports, the locations of required additional SCE equipment, and any required adjustments to existing parking spaces. These conceptual plans were reviewed by the City’s Public Works Department and City Manager’s staff, along with SCE program representatives and design engineers. Further review and plan checks will be required if the project moves forward to construction.

ENVIRONMENTAL:

The proposed approval of the participation agreement between the City of Montebello and SCE for the installation of electric charging infrastructure is not subject to the

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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California Environmental Quality Act (CEQA) pursuant to the common sense exception set forth in Section 15061(b)(3) of the California Code of Regulations 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. If the project moves forward to construction, each subsequent action shall be reviewed for CEQA compliance to the extent required by law.

ANALYSIS:

The City desires to explore all options and funding opportunities to offer both the public and City fleet the opportunity to charge electric vehicles within the City. The City currently has the capability to charge four (4) electric vehicles via solar-powered Level 2 chargers located in the west lot of City Hall. Staff have previously received City Council authorization to purchase new plug-in hybrid electric vehicles and would desire to further support those vehicles at City Hall, but need to install the necessary charging infrastructure before this can occur.

There is no fiscal impact for entering into a participation agreement with SCE for the Program. The Program has the potential to allow for the installation of all necessary electrical infrastructure in the south-west parking area of City Hall at no-cost to the City.

Staff will be working with SCE's approved vendor list to request proposals for the procurement and installation of the thirty-four (34) Level 2 Chargers. Further, staff will return to the City Council with any further agreements or actions relative to the installation and procurement of charging stations. A copy of the proposed participation agreement is attached hereto in substantial form.

SUMMARY:

Staff recommend that the City Council approve entering into a Participation Agreement with SCE for the Charge Ready Program, authorize the Acting City Manager to execute and finalize a contract on behalf of the City; and direct staff to take such additional related, action that may be desirable.

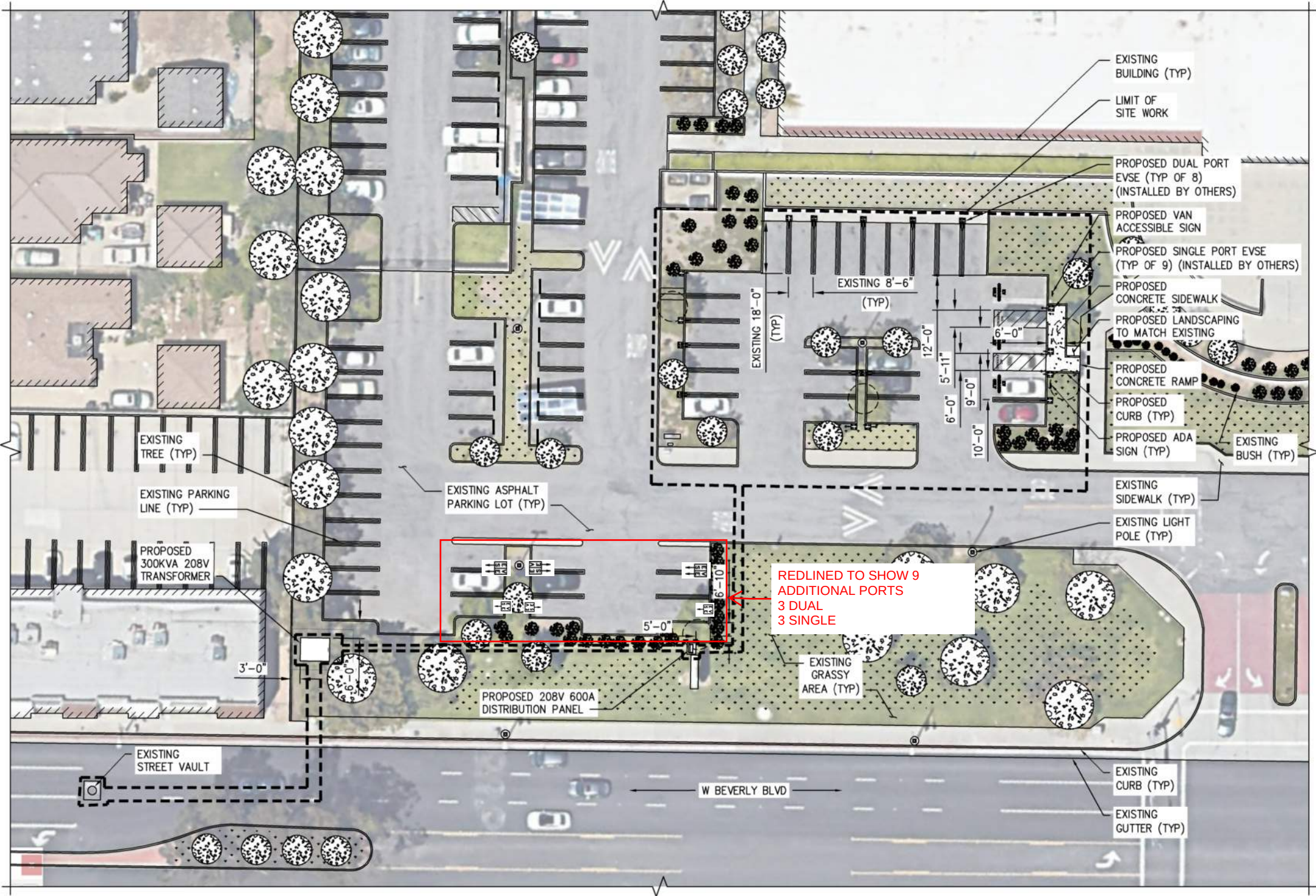
ATTACHMENT(S)

1. Attachment A - Charger Layout Conceptual Plan
2. Attachment B - Participation Agreement

NEXT STEPS:

N/A

- NOTES
1. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATTER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
 2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
 3. PROPOSED ACCESSIBLE STALL AND ACCESS AISLE SHALL NOT EXCEED 2% MAX SLOPE IN ANY DIRECTION. ACCESS AISLE SHALL BE PAINTED WHITE WITH HATCH LINES SPACED A MAXIMUM OF 36" (INCHES). PROPOSED ACCESSIBLE ROUTE NOT TO EXCEED 5% RUNNING SLOPE OR 2% CROSS SLOPE. PAINTED LETTERING SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT.



LEGEND

- | | | | | | |
|-----|---------------------|---|------------------------------|--|-------------------------|
| ○ | PROPOSED BOLLARD | | PROPOSED DISTRIBUTION PANEL | | DUAL PORT PEDESTAL EVSE |
| — | PROPOSED SIGN | | SINGLE PORT PEDESTAL EVSE | | PROPOSED TRANSFORMER |
| --- | LIMITS OF SITE WORK | — | PROPOSED ACCESSIBLE STRIPING | | |

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	402809
DRAWN BY:	VIG
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
B	11/21/22	REISSUED FOR 50% REVIEW
A	07/15/22	ISSUED FOR 50% REVIEW

NOT TO BE USED
FOR CONSTRUCTION

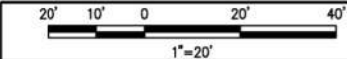
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_00001521700
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

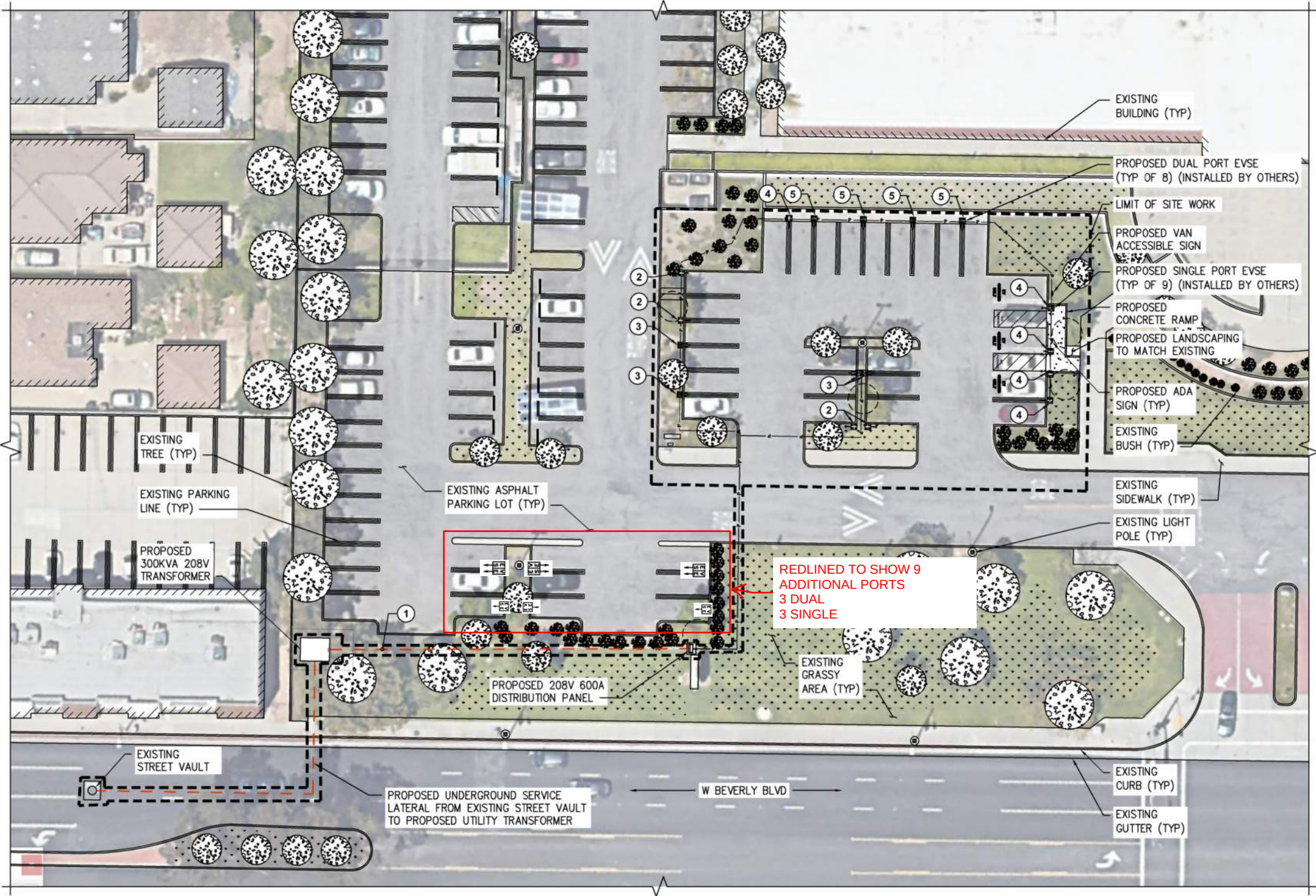
SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER

C-3



NOTE
1. REFERS TO CONDUIT AND WIRE SCHEDULE ON E-2 FOR REQUIREMENTS.



LEGEND

- | | | | | | | | |
|--|---------------------|--|------------------------------|--|---|--|--|
| | PROPOSED BOLLARD | | PROPOSED DISTRIBUTION PANEL | | DUAL PORT PEDESTAL EVSE | | PROPOSED TRANSFORMER |
| | PROPOSED SIGN | | SINGLE PORT PEDESTAL EVSE | | ELECTRICAL FROM PANEL TO EVSE, DEDICATED CIRCUIT PER EVSE (<2") | | SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D |
| | LIMITS OF SITE WORK | | PROPOSED ACCESSIBLE STRIPING | | | | |

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	402809
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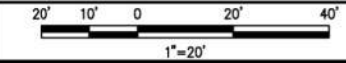
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CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

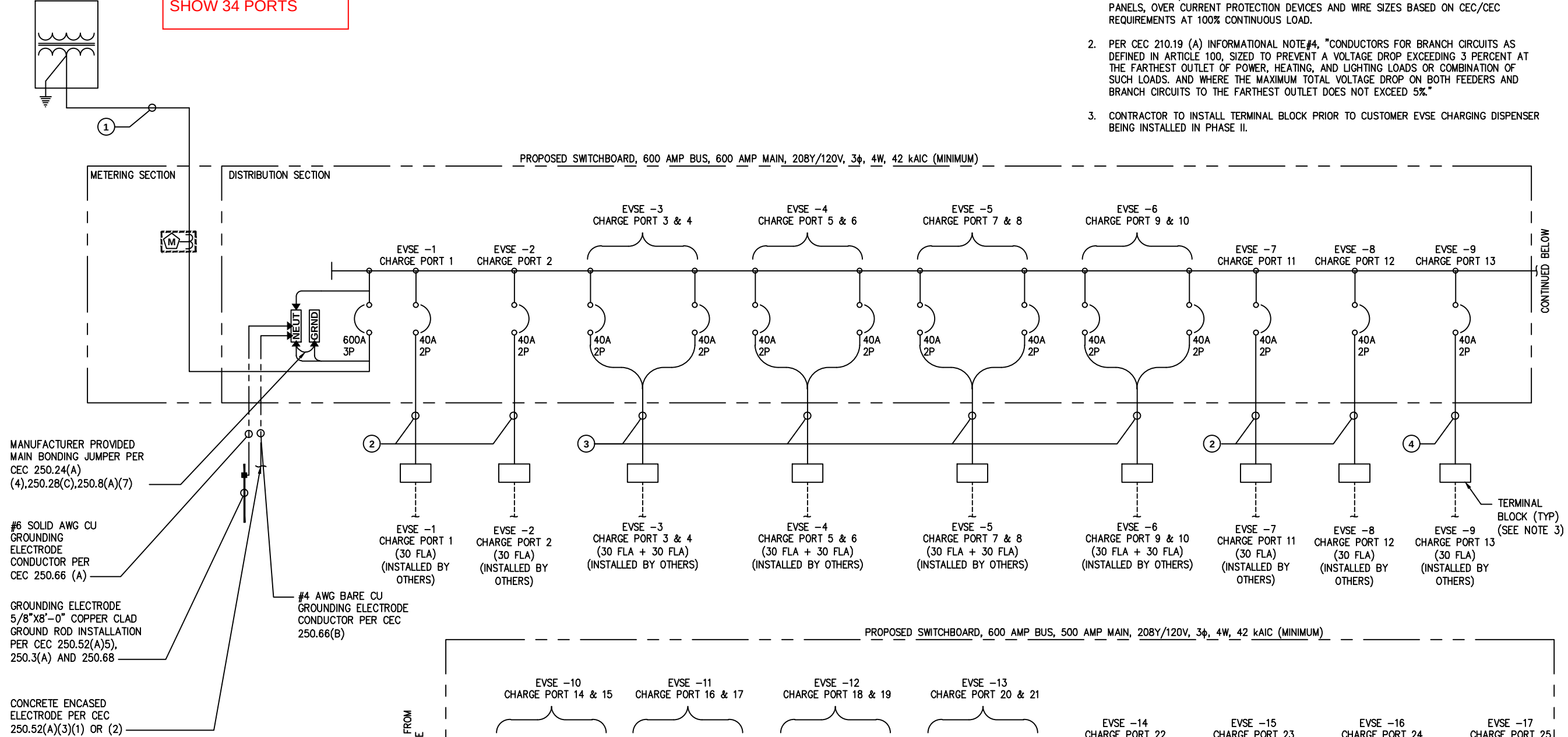
SHEET TITLE
ELECTRICAL PLAN

SHEET NUMBER
E-1



PROPOSED UTILITY
TRANSFORMER
300 kVA, 208/120V

DESIGN REDLINED TO
SHOW 34 PORTS



CONDUIT AND WIRING SCHEDULE			
	FROM	TO	CONFIGURATION
①	EXISTING TRANSFORMER	PROPOSED DISTRIBUTION SWITCHBOARD	TBD (PER UTILITY DESIGN)
②	PROPOSED DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR SINGLE PORT EVSE	(2) #8 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC
③	PROPOSED DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR DUAL PORT EVSE	(4) #8 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC
④	PROPOSED DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR SINGLE PORT EVSE	(2) #6 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC
⑤	PROPOSED DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR DUAL PORT EVSE	(4) #6 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC

NOTES

- STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
- PER CEC 210.19 (A) INFORMATIONAL NOTE#4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS OR COMBINATION OF SUCH LOADS. AND WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
- CONTRACTOR TO INSTALL TERMINAL BLOCK PRIOR TO CUSTOMER EVSE CHARGING DISPENSER BEING INSTALLED IN PHASE II.

SOUTHERN
CALIFORNIA
EDISON

CHARGE READY
PROGRAM



BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO: 402809
DRAWN BY: VIG
CHECKED BY: NMB

REV	DATE	DESCRIPTION
B	11/21/22	REISSUED FOR 50% REVIEW
A	07/15/22	ISSUED FOR 50% REVIEW

NOT TO BE USED
FOR CONSTRUCTION

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THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED
PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_00001521700
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER
E-2

Charge Ready Charging Infrastructure and Rebate Participation Agreement

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and Customer-Side Make-Ready Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Program (the "Program").

APPROVED CHARGING PORTS

1. Total Number of Approved Charging Ports:

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

Power Level (L2) Port count: 34

2. Rebates (if applicable):

2.1. Charging Equipment Rebate

If Program Participant is eligible to receive a rebate for the purchase and installation of charging equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values in effect at the time this agreement was issued:

Charging Infrastructure and Rebate	DAC Excluding Fortune 1000*	Multi-Family	Others Including Fortune 1000*
L2	\$2,900	\$1,450	\$725

APPROVED SITE LOCATION AND DESIGN

3. **Description of Approved Location at the Site:**

Brief description of the mutually approved location on the Program Participant's Site where Infrastructure will be installed.

Site Description: Installation of 20 Level II and Level III EV Chargers

Site Address: 1600 W BEVERLY BLVD, MONTEBELLO, CA, 90640

4. **Conceptual Design of the Infrastructure deployment at Program Participant's Site:**

Program participant has reviewed and approved the Conceptual Design, as provided by SCE, showing the location within the Site where SCE will deploy the charging infrastructure. MAKE-READY INFRASTRUCTURE WORK

5. **The Make-Ready Infrastructure:**

If the Program Participant elects to have SCE install the entire Make-Ready Infrastructure, SCE will do so at no cost to the Program Participant. In this case, the Make-Ready Infrastructure will be part of the "Infrastructure" as defined in this Agreement.

☒ SCE-installed Customer-Side Make-Ready Infrastructure.

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

6. Definitions:

- 6.1. **AHJ – Authority Having Jurisdiction:** The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. **Approved Product List:** The list of Charging Equipment meeting SCE's technical requirements and approved by SCE for use in its Charge Ready Programs. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
- 6.3. **CalEnviroScreen:** see Disadvantaged Communities.
- 6.4. **Charging Equipment:** Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available. See also Power Levels.
- 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.
- 6.7. **Charging Ports:** See Charging Stations.
- 6.8. **Charging Stations – EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, each port must be capable of delivering full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must

- be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.
- 6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.
 - 6.10. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
 - 6.11. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
 - 6.12. **CPUC's Transportation Electrification Safety Requirements Checklist:** The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882
 - 6.13. **Customer-Side Infrastructure:** See "Make-Ready Infrastructure."
 - 6.14. **Customer-Side Make-Ready Rebate:** The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the Customer-Side Make-Ready Infrastructure work, following the completed installation of the Make-Ready Infrastructure and submission of required documentation.
 - 6.15. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
 - 6.16. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.

- 6.17. **Enrollment Portal:** The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. **Electric Vehicle Infrastructure Training Program (EVITP)**
Certification: The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in Fortune 1000.
- 6.20. **Final Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement:** A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure. ((see Appendix A [link](#))
- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. **Infrastructure:** The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., “make-ready”) that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the Make-Ready Infrastructure, if the Program Participant elects the self-installed Customer-Side Make-Ready Infrastructure option.
- 6.25. **Make-Ready Infrastructure:** Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure

work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready Infrastructure includes all infrastructure from the new panel that will be set as part of the Utility-Side Infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment. Participants will have the option to have SCE perform the Customer-Side Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.

- 6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.
- 6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD).
The definition for enhance rebate qualifying sites include:
 - 6.27.1. **Residential properties** – Structures that are designed to accommodate two or more tenants with shared parking areas.
 - 6.27.2. **Apartment Buildings** – Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
 - 6.27.3. **Retirement Communities, Townhomes, Condominiums** – Residential communities with shared parking areas managed by an HOA or an equivalent association.
 - 6.27.4. **Mobile Home Parks** – Residential mobile home communities with shared parking areas.
 - 6.27.5. **University & Military Housing** – Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
 - 6.27.6. **Timeshares** – Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
 - 6.27.7. **Public Parking with Dedicated Overnight Resident Passes** – Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- 6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service

Provider will be required to transmit port level data and other information to SCE complying with Program requirements.

6.29. **Ports:** See Charging Stations.

6.30. **Power Levels:** Charging Equipment Power Levels.

Level 1 (L1) Charging: Low power charging, typically at or below 120 volts.

Level 2 (L2) Charging: Medium power charging, typically delivered between 220 and 240 volts.

Direct Current Fast Charging (DCFC): Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

6.31. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details

6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.

6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.

6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.

- 6.37. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- 6.38. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once.
- 6.39. **Utility-Side Infrastructure:** See Make-Ready Infrastructure.
- 7. **Eligibility.**

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

 - 7.1. Program Participant is a non-residential SCE entity with at least one active service account.
 - 7.2. The installation site is located in SCE's service territory.
 - 7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
 - 7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.
- 8. **Additional Representations of Program Participant during the Term of the Agreement.**

Program Participant:

 - 8.1. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
 - 8.2. All charging equipment must be approved by SCE for installation under this Program, in a quantity approved by SCE.
 - 8.3. Program Participant agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
 - 8.4. Agrees to ensure their EVSE equipment installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be

installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.

- 8.5. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Program Participant authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all meters participating in this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.
- 8.10. Program participant authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant). The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.

- 8.13. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.14. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready Infrastructure, or Charging Equipment Maintenance and Networking program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Participants costs.
- 8.15. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- 8.16. Participants must enroll in at least one qualifying Demand Response Program.
- 8.17. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center (<https://afdc.energy.gov/stations/#/analyze>), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- 8.18. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
- 8.19. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- 8.20. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design,

and install the utility-side, and possibly the customer-side Infrastructure depending on the Participants choice. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.

- 8.21. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.
 - 8.22. SCE will pay the Maintenance and Networking Rebate to qualifying participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.
 - 8.23. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking with Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.
 - 8.24. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.
9. **Term and Termination:**
- 9.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
 - 9.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).

- 9.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 9.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.
10. **Indemnification and Liability; No Representations or Warranties**
- 10.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 10.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- 10.3. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.
- 10.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with

counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

11. Miscellaneous

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- 11.1. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- 11.2. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- 11.3. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- 11.4. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.5. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- 11.6. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the

rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

Name of Program Participant: MONTEBELLO, CITY OF

Name of Program Participant Representative:

Title of Program Participant Representative:

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

Signature

Date:

-

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you

have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement (see Appendix A [link](#)) within thirty (30) calendar days after Easement Agreement is provided by SCE.

Name of Property Owner Representative:

Title of Property Owner Representative:

I certify that I have authority to sign this Agreement on behalf of the Property Owner.

Signature

Date:

Endnotes



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) 24-6 FOR
CONSULTANT SERVICES FOR PRE-EMPLOYMENT PUBLIC SAFETY
BACKGROUND INVESTIGATIONS**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP) 24-6 to hire a consultant(s) to provide pre-employment public safety background investigation services; and
2. Authorize the use of up to \$75,000 to continue conducting background investigation while the RFP process is complete; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing this RFP does not have a direct cost associated. The estimated cost of services is unknown; however, it is anticipated the total cost will exceed \$50,000 on an annual basis. Once the selection process is complete, staff will return to the City Council requesting approval of a professional services agreement per the Montebello Municipal Code Chapter 3.20 – Purchasing System guidelines. Estimated annual costs for these services will be presented at that time, and if necessary, any budget adjustments will be requested.

In addition to issuing the RFP, staff request authorization to purchase up to \$75,000 in pre-employment background investigations from various service providers during Fiscal Year 2023-24.

BACKGROUND/DISCUSSION:

As part of the employment process for various positions, primarily within the Police and Fire Departments, applicants must undergo an extensive background investigation. Background investigations are conducted to ensure that candidates are reliable, trustworthy, of good conduct and character, and, ultimately, suitable for employment in the respective role (e.g., Police Officer, Firefighter, etc.). Staff requests authorization to issue an RFP to locate one or more consultants to provide this service.

The City will seek to hire multiple qualified consultants to provide this service to ensure services are available when needed. The number of current and projected future vacancies in various public safety classifications in the Fire and Police Departments will require extensive use of pre-employment background investigation services and it will be necessary to have multiple, highly-qualified companies available to provide these essential services.

To ensure this service is available during the RFP process, staff requests authorization to purchase up to \$75,000 in background services during the current fiscal year. Approving this request will also ensure that hiring critical public safety roles can continue. The FY 2023-24 budgets for Police and Fire include funding for these services, therefore a budget adjustment is not needed at this time.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff requests authorization to issue an RFP to hire a consultant to provide background checks for various public safety positions.

ATTACHMENT(S)

1. Attachment A - RFP 24-6 - BG Investigations (Draft)

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 6
Pre-Employment Background Investigation Services

Release Date: Friday, September 29, 2023
Due Date: Thursday, November 2, 2023, at 11 a.m. PDT

DRAFT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

September 29, 2023

PROJECT

Pre-Employment Background Investigation Services

PROPOSAL OWNER

City of Montebello – Department of Finance/Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza, Director of Finance/Information Technology
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@montebellocal.gov

PROPOSAL CONTACT

City of Montebello – Department of Finance/Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Micah Herd, Senior Management Analyst
Contact Phone: (323) 887- 1200
Contact E-Mail: mherd@montebellocal.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, October 18, 2023, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to provide pre-employment background investigations for various positions following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, October 18, 2023, at 11:00 a.m. PDT.**

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by **Thursday, November 2, 2023, at 11:00 a.m. PDT.**

Responses to this RFP will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello invites prospective consultants to submit a proposal to provide pre-employment background investigation services.

The City's Police and Fire Departments are full-service and respond to all emergency and non-emergency calls for service within city limits. The proposed budget for Fiscal Year 2023 – 24 includes approximately \$37 million for Police and Fire services. Included in the budget is sufficient funding for 187 full-time equivalent positions for these departments. Some of these positions are currently unfilled. In the near future, the City anticipates engaging in a campaign to fill most of the vacant positions.

The City currently outsources background investigations to consultants under a Professional Services Agreement. The current consultants conduct all pre-employment background investigation services under the direction of the Department of Human Resources and the hiring department.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|-------------------------------------|--|
| • Release RFP | Friday, September 29, 2023 |
| • Online Q&A Deadline | Wednesday, October 18, 2023, 11 a.m. PDT |
| • Deadline to Submit Responses | Thursday, November 2, 2023, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-November 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Consultants | Late November 2023 |
| • Award | Early December 2023 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified consultant to provide pre-employment background investigations services.

The City is seeking to establish an agreement with a minimum term of two (2) years with up to three (3), one (1) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the

selected consultants.

5.0 Scope of Work/Services

The City of Montebello is seeking the services of consultants to conduct background investigations as part of the pre-employment screening process for various positions. The positions screened through this process are primarily within the City's Police and Fire Departments. The City may occasionally request limited/modified pre-employment screenings for other positions, as needed and in compliance with governing policies and procedures.

The City seeks to award multiple consultants to create a bench through this solicitation. By doing this, the City hopes to have sufficient consultants available to manage the anticipated workload. Consultants must be able to handle a caseload of up to five (5) to ten (10) investigations simultaneously. An eight (8) to twelve (12) week turnaround is expected for each investigation and final report; however, extensions may be allowed upon authorization by a designated City representative.

The City will provide templates for the applicants' Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ), Polygraph, and any other required documents. Before conducting services, consultants should review these documents to ensure they follow governing policies and procedures and are free of any errors that might compromise the process.

At the start of each investigation, consultants shall designate a contact to communicate with the City's designated point of contact throughout the investigation(s) and notify of any information that would immediately disqualify the applicant from employment. If this occurs, the Consultant will cease the investigation until the City provides further guidance. They should also be prepared to adjust the cost of the investigation accordingly.

The following is a summary of specific tasks associated with the investigation process:

- Consultants will conduct an in-person interview with each applicant and provide written documentation.
- Perform criminal records inquiries for each applicant (mail inquiries should be sent to every City, county, and college law enforcement agency where the applicant lived, worked, and attended college). Any returns received after the file has been submitted to City shall be returned to City for inclusion.
- Perform reference inquiries for each applicant (all references listed on PHS and any secondary references identified by the investigator). Three (3) documented

attempts shall be made. Mail inquiries should be sent after three (3) failed phone contact attempts. Any returns received after the file has been submitted to City shall be returned to:

City of Montebello
Attn: Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640)

These documents will be maintained in the investigation file.

- Perform residence/neighborhood inquiries/verification for each applicant for all locations the applicant has lived in over the past ten (10) years. Mail inquiries are to be sent to residences where the applicant lived from the age of fifteen (15) forward or a maximum of ten (10) years from the date of the pre-employment background investigation. Any returns received after the file has been submitted to City shall be returned to the City for inclusion in the file.
- Perform agency checks for each applicant (mail inquiries to all law enforcement agencies where the applicant has previously applied). An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. Due to the time it takes to receive mail inquiry returns, the investigator should contact by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to the City shall be returned to the City for inclusion in the file.
- Perform employment checks for each applicant. Employment checks include interviewing coworkers and supervisors/managers from current and past employment (in-person checks are required for employment over the last three (3) years, and mail inquiries are sufficient for all others) and reviewing personnel files, if available, with follow-up documentation filed.
- Review of legal, DMV, education, and military documents for verification (some provided by the applicant and others provided by the agency).

Police Pre-Employment Background Investigation (Sworn and Civilian Positions)

For background investigations involving candidates for sworn and civilian positions within the Police Department, consultants must conduct comprehensive investigations that adhere to the guidelines established by the California Commission on Peace Officer Standards and Training (POST). Selected consultants are required to stay apprised of

changing POST guidelines, recommendations, and requirements by accessing the POST manual online website at:

<https://post.ca.gov/background-investigation-manual-guidelines-for-the-investigator>

In addition, consultants are expected to notify designated Human Resources and Police Department staff of any changes to the process.

Documentation/Deliverables

Upon completion of background checks, the Consultant is expected to provide an executive summary for each applicant, following the format established by the City that includes the following categories:

- Personal
- Education History
- References (General, Employment, and Resident/Neighbors)
- Agencies Applied To (Police and Fire Applicants Only)
- List of Residences
- Employment History
- Financial/Credit History and Responsibility
- Legal, Polygraph Exam Results (Polygraph Only Required for Police)
- DMV/Driver's History
- Social Media Content
- Tattoos Notifications (photos, location)

In addition to the executive summary, the Consultant should provide any relevant attachments and backup documents.

Background packets are expected to be delivered using agreed-upon format dividers. Documents shall be in order as provided by the City, and all pages, except for divider pages, should be numbered. The completed background file for each applicant shall be forwarded to the City's Department of Human Resources or designated point of contact.

Consultants must provide monthly updates which list the cases being handled and its current status (e.g., name of applicant, position applied for, date investigation started, and notes regarding any missing document/in-progress tasks). This update should be emailed to the City's Human Resources point of contact.

Consultants and all employees with access to City background investigation packets/files may be required to sign a confidentiality agreement to be provided by the City.

6.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (50%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix C) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily 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.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not 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.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage

or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

- D. **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.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

17.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, 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, vendor, corporation, association, or other entity or 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 Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. 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;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement

**City of Montebello
Background Investigation Services
RFP No. 24 – 6
Appendix A – Proposal Content and Format**

Proposal Content

Consultants shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain at a minimum the following information:

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using Appendix B – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
5. **Conflict of Interest Statement** – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.
6. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request

for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, November 2, 2023, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

**City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERENCES**

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

APPENDIX C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (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 [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. 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 [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A" attached** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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 CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and

expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

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All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Arlene Salazar, Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: [ENTER EMAIL ADDRESS]

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext. [REDACTED]
Email: [ENTER EMAIL ADDRESS]

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Arlene Salazar, Acting City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit c – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE THE PURCHASE OF ONE PARAMEDIC RESCUE SQUAD AND RELATED EQUIPMENT AND SUPPLIES AND AUTHORIZE THE BORROWING OF TWO PARAMEDIC RESCUE SQUADS**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize an agreement with South Coast Fire Equipment, Inc. to purchase one (1) 2023 Pierce Ford F550 Rescue Squad Apparatus, for a not-to-exceed amount of \$342,317; and
2. Authorize the Acting City Manager, City Attorney and Fire Chief to enter into discussions with the County of San Bernardino and/ or the County of Los Angeles to borrow two (2) Paramedic Rescue Squads for a limited time period to allow for the acquisition of additional rescue squads; and
3. Authorize acquisition of the necessary emergency medical supplies, communications and related equipment to outfit the Paramedic Rescue Squads; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$492,317, in the following accounts and amounts: \$342,317, 100-85-860-6082 (General Fund, Fire, Suppression, Vehicle Purchase) and \$150,000, 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery and Equipment); and
5. Take such additional, related actions necessary to purchase, outfit and borrow the required rescue squad vehicles

FISCAL IMPACT:

The ultimate goal of the Fire Department is to acquire a sufficient number of Paramedic Rescue Squad vehicles to have one stationed at each of the City's three fire stations with

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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each staffed by two Firefighter/Paramedics to operationalize the recently approved EMS Staffing and Response Model. Recent experience with procuring public safety vehicles has shown the lead time can be as much as two years for these specialty apparatus. The Fire Department has been able to identify the immediate availability of three squad vehicles that would allow full implementation of the recently approved (September 13, 2023) EMS Staffing and Response Model within three months. This approach involves the purchase of one squad vehicle from South Coast Fire Equipment (2023 Pierce Ford F550 Rescue, see Attachment A). The quoted price is \$297,667, with a 15% contingency added in anticipation of potential inflationary impacts on the final price. Therefore, total acquisition cost for the one squad would be \$342,317.

It is requested that the purchase of the Pierce Ford F550 Rescue be done under the authority of Montebello Municipal Code Section 3.20.050(D), which allows -- by a four-fifths vote of the City Council -- for dispensing with normal purchasing processes if by doing so "the welfare of the public would be promoted by dispensing with the same..." Implementation of the EMS Staffing and Response model requires squads be placed into service, and having identified one vehicle available immediately for purchase allows for the updated EMS model to be operationalized, promoting the public welfare by improving overall EMS response capabilities and reducing "out of service" time of the City's fire apparatus and personnel.

The other two squad vehicles would be acquired by entering into an agreement for a short-term loan from either the County of San Bernardino and/or the County of Los Angeles Fire Departments. Both Los Angeles and San Bernardino Counties have surplus squad vehicles that they have agreed to discuss the potential lending of said equipment to the City while options for permanently acquiring additional squad vehicles are pursued. The ability to borrow two squad vehicles allows for them to be placed into service much sooner than waiting to procure them. Staff is therefore asking the City Council to authorize the Acting City Manager, Fire Chief and City Attorney to pursue the borrowing plan, and to prepare an agreement suitable to both parties that memorializes the short-term borrowing of the squads. The plan is to enter into a twelve (12) month initial loan agreement for the two squad vehicles, allowing for a bridge while additional rescue squads are procured. Staff is researching the financing purchase of the additional squads and will return to the City Council with appropriate action at a subsequent meeting. Any agreements will be presented to City Council at a future meeting for approval.

In addition to purchasing and borrowing the necessary Paramedic Rescue Squads, procurement of rescue equipment, medical supplies and communications equipment is necessary. Attachment B outlines the basic medical supplies required for a rescue squad. Rescue, firefighting, SCBA, radio and other related equipment necessary to render the squads fully functional and operational within the Montebello Fire Department's fleet will be procured. It is estimated this would cost an additional \$150,000 for the three rescue squads.

The City has agreements in place with numerous vendors currently utilized by the Fire Department to procure fire equipment, medical supplies and communications equipment necessary for daily operations of the fire service. City Council approved agreements with

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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Allstar Fire Equipment, Galls LLC, and Municipal Emergency Services, Inc. on April 13, 2022 to procure the various equipment and supplies utilized by the City's fire personnel (e.g., uniforms, turnouts, hoses and nozzles, ladders, rescue and extraction equipment, etc.). In addition, on November 21, 2021, City Council approved agreements with Zoll and Life-Assist, Inc to purchase medical supplies. These vendors will be utilized to procure the necessary equipment and supplies for the additional three squads.

A budget amendment is needed to effect the purchase of the 2023 Pierce Ford F550 from South Coast Fire Equipment and related rescue, medical and communication supplies and equipment for the three squads. It is recommended that appropriations be increased by \$342,317 in Account No. 100-85-860-6082 (General Fund, Fire, Fire Suppression, Vehicle Purchase) and \$150,000 in Account No. 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery and Equipment),

BACKGROUND/DISCUSSION:

The Montebello Fire Department was established on June 20, 1922, and commissioned as a volunteer fire department, serving a community with a population of approximately 3,000. The Department opened its first fire station in a rented facility located at 309 West Whittier Boulevard. As the Department and City continued to grow, during the 1970s, the Department added its first team of Paramedics, and trained with the Los Angeles County Fire Department. These individuals, with additional training and medical equipment, were able to provide advanced life-saving treatment in the field prior to transporting a patient to a local area hospital.

In the early 2000's, fire leadership modified the delivery service, implementing a model known as "Medic Engines," which provides Advanced Life Support (ALS) Assessment abilities. These staffing/response model changes minimized the need to operate additional fire apparatus. This model eliminated the use of the Fire Rescue Squads, and the Department started hiring only Firefighter/Paramedics, moving away from its traditional Firefighter/EMT classification hiring model.

Today, the Department operates three (3) fire stations and has three (3) ALS Fire Engines and one (1) ALS/BLS Ladder Truck. The Fire Department is an all-risk agency providing structural and wildland fire suppression, advanced life support (paramedic) emergency medical care, vehicle and equipment extrication rescue, and hazardous materials response. The Department also provides non-emergency response, public education, and community outreach services to the homeless population.

In 2022, the Department responded to 9,432 calls for service. Emergency Medical Services (EMS) responses account for approximately 76% of all emergency calls. These calls include specialty care, such as trauma (stabbing, gunshot wounds, head injuries), ST-elevation myocardial infarction (STEMI), pediatric, stroke, and mental health, among other medical responses. In addition, the City is grappling with the (temporary) closure of its Emergency Room (ER) with the bankruptcy filing of Beverly Hospital, putting the community at risk as residents need to travel longer distances for emergency care. The situation with the Emergency Room and its availability directly impacts the City's EMS response abilities, as units must transport patients to hospitals outside city limits, putting

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them out of service for longer periods of time, meaning fire apparatus and personnel are unavailable.

The Fire Department has been working to assess critical risks, medical needs, and required staffing over the next several years. This research includes conducting an internal organizational assessment focused on planning efforts, operational response, available resources, service delivery models, and service area boundaries. This research assists in gathering critical information to ensure the ability to provide effective and efficient emergency responses, maximize resources, reduce response time and maximize return to service abilities. These needs are identified in the Department's Standards of Cover and Comprehensive Risk Assessment (SOC-CRA) Report which was completed in March 2023. The purpose of a Standards of Cover document is to provide a system that assists with: assessing community risks, defining baseline and benchmark emergency response performance objectives, planning future fire station locations, determining apparatus and staffing patterns, evaluating workload and ideal unit utilization, measuring service delivery performance, and supporting strategic planning and policy development relative to resource procurement and allocation.

Despite the anticipated opening of the White Memorial Hospital Montebello Campus (i.e., former Beverly Hospital), the Department has had to re-evaluate the current EMS response model in order to meet the increased demand for fire services, and especially EMS related responses. The Fire Department identified the re-introduction of Fire Paramedic Rescue Squads as a vital staffing and response model necessary to address the public safety priorities of the community due to the increase in EMS-related calls while reducing "out of service time" for Fire Department engines and staff. The Rescue Squad model was formally presented to the City Council four times between June and September, 2023, in order to properly explain how it operates, why it is necessary, and how it would be implemented. The presentations showed current staffing vs. planned staffing under the Rescue Squad model, as well as discussed current vacancies and the difficulty that fire agencies across the United State are having with recruitment and retention.

Approving the addition of 18.0 Firefighter/Paramedics to the Department's Table of Organization at the September 13, 2023, City Council meeting was the first step in re-instituting the Fire Paramedic Rescue Squads staffing and response model. That staff report indicated subsequent action would be presented to the City Council relating to the purchase and outfitting of rescue squad vehicles. It is necessary to acquire rescue squads to fully implement this response model. Due to the long lead time required in purchasing and outfitting specialty fire response apparatus, staff are seeking a borrowing plan with the Counties of Los Angeles and San Bernardino Fire Departments to borrow two (2) paramedic rescue squads, and to purchase one rescue squad that is currently available from South Coast Fire Equipment. Staff will work to procure the additional needed vehicles through a financing model. Additional, subsequent action will be presented to the City Council approving the financing of the additional squads and approval of any squads.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to

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the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

N/A

SUMMARY:

The recommended actions would authorize an agreement with South Coast Fire Equipment, Inc. to purchase one (1) Pierce 2023 Ford F550 Rescue Squad Apparatus (Attachment A), in a not-to-exceed amount of \$342,317 (which includes a 15% contingency for unanticipated price increases), authorize discussions to enter into an agreement with the County of San Bernardino and/or County of Los Angeles to borrow two (2) Paramedic Rescue Squads for a limited time period to allow for the acquisition of additional rescue squads, authorize purchase of the necessary emergency medical supplies, communications and related equipment to outfit the Paramedic Rescue Squads from existing vendors with which the City has current long-term agreements with and amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$492,317, in the following accounts and amounts: \$342,317, 100-85-860-6082 (General Fund, Fire, Suppression, Vehicle Purchase) and \$150,000, 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery and Equipment).

ATTACHMENT(S)

1. Attachment A - South Coast Proposal for Furnishing Fire Apparatus Report
2. Attachment B - ALS Unit Inventory No. 703

NEXT STEPS:

N/A

PROPOSAL FOR FURNISHING FIRE APPARATUS

June 12, 2023

Montebello Fire Department
600 N. Montebello Blvd.
Montebello, CA



The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1)		
Pierce Ford F550 Rescue		
	\$ 269,391.00	\$ 269,391.00
Sales Tax @ 10.250%	\$ 27,612.58	\$ 27,612.58
APPARATUS COST WITH TAX	\$ 297,003.58	\$ 297,003.58
Performance Bond	\$ 652.66	\$ 652.66
California Tire Fee	\$ 10.50	\$ 10.50
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PURCHASE PRICE	\$ 297,666.74	\$ 297,666.74

PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **60-90** calender days after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at **the City of Montebello.**

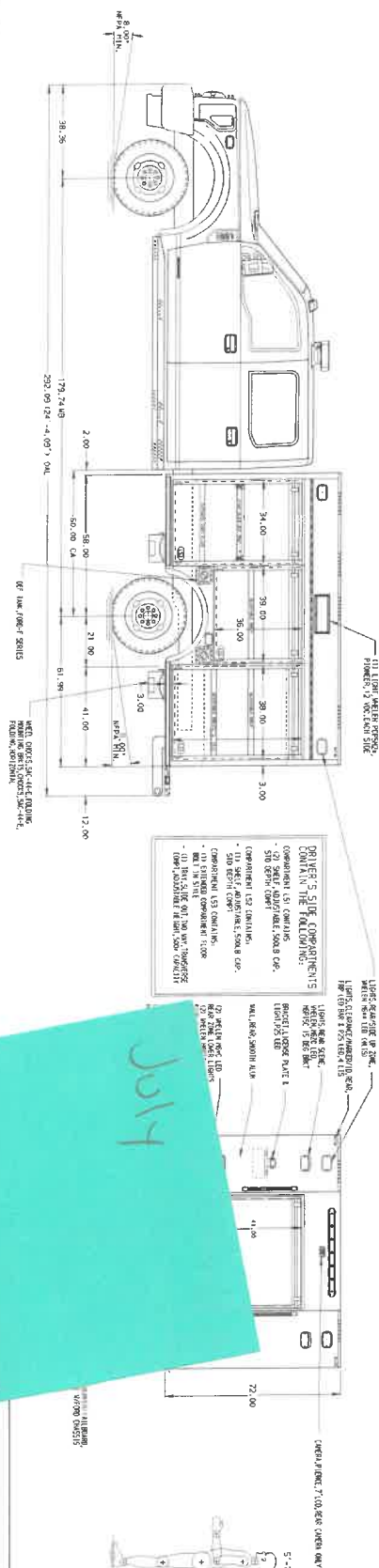
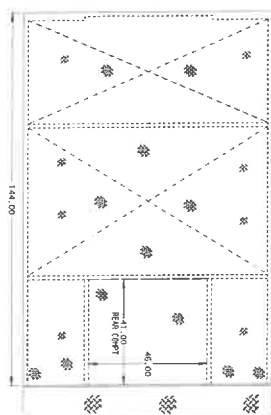
The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

South Coast Fire Equipment, Inc.

Adrian Beyer
Sales Representative



ALUMINUM BULKY

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

[illegible]

NOTE:
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

ALUM NUM BODY

REV	DATE	BY	CHK	APP	DESCRIPTION
1	10/07/21	BN	JLA		PIERCE 10' RESCUE NON-HALF IN
2	10/07/21	BN	JLA		FOR BRADENTON, FLORIDA
3	10/07/21	BN	JLA		36795AD

MANUFACTURING INC.

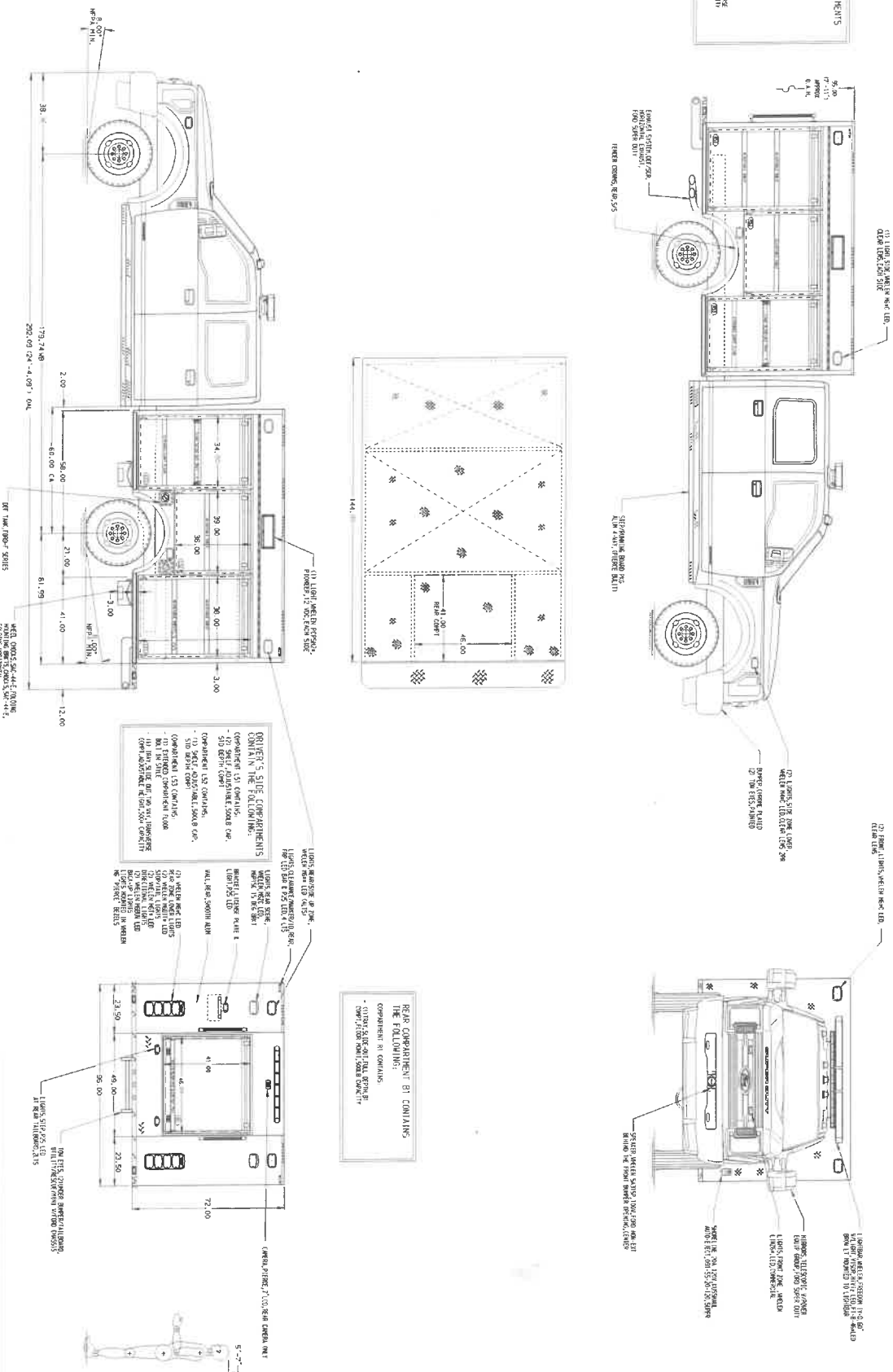


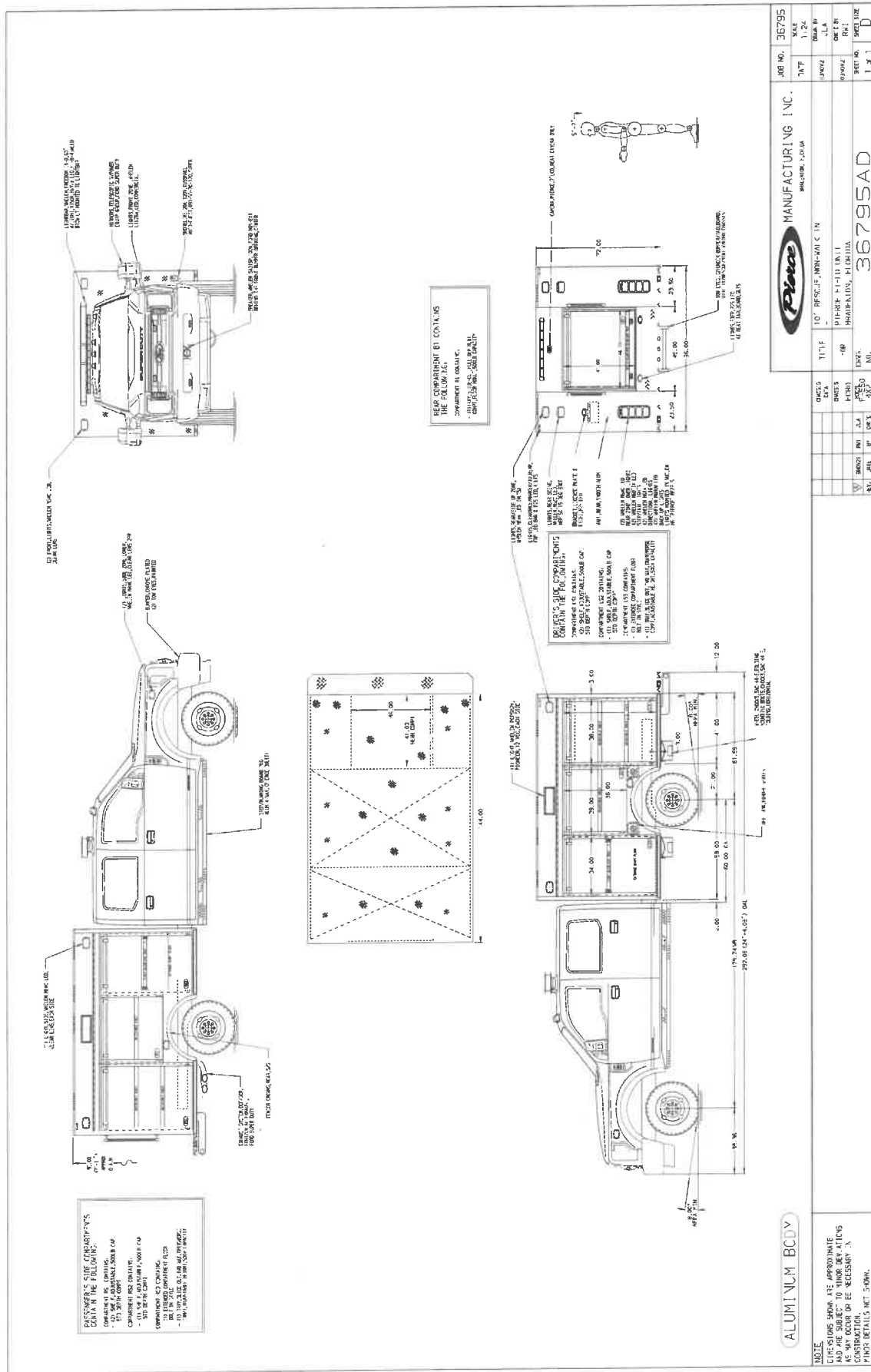
BRADENTON, FLORIDA

DATE 10/07/21

DATE 10/07/21

DATE 10/07/21





Proposal for **Pierce Field Unit (original)**

Prepared by **Pierce Manufacturing Inc**

06/12/2023



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Your apparatus will be manufactured in Bradenton, Florida.

NFPA 2016 STANDARDS

This apparatus specification includes a commercial chassis that has not been certified to meet the requirements of NFPA 1901 by the chassis manufacturer. Although this chassis may comply with certain aspects of the standard, Pierce has not received certification from this chassis manufacturer that all criteria have been met. The body as built by the manufacturer must comply with the NFPA standards effective January of 2016.

Certification of slip resistance of all stepping, standing and walking surfaces must be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

BID BOND NOT REQUESTED

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5% bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment

or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the body as it interfaces with the commercial chassis, will be provided.

CHASSIS

The chassis will be a Ford, Model F-550 Super Duty, 4x4 chassis supplied with the following equipment:

WHEELBASE

The wheelbase of the vehicle will be no greater than 179.80", with a cab to axle distance of 60.00".

GVW RATING

The chassis will include the Payload Plus Upgrade Package so that the gross vehicle weight rating is 19,500 pounds.

FRAME

The frame rails shall include the upgrade required to meet the enhanced GVWR.

FRONT AXLE

The front axle will be a driving type with a 7,500 lb capacity rating at the ground.

A manually shifted, two (2) speed transfer case will be provided to engage the front axle.

FRONT SUSPENSION

An "Extra Heavy Service Suspension" will be provided on the front axle. The rating will be as described below, but it will provide enhanced support over the standard suspension:

- Front Mono-beam non-independent suspension with coil spring and anti-roll bar
- Capacity at Ground: 7,500 lb
- Front Stabilizer Bar

Shock absorbers will be provided on the front axle.

FRONT BRAKES

The front brakes will be hydraulic disc type.

ELECTRIC SHIFT TRANSFER CASE AND AUTO/LOCKING WHEEL HUBS

The front axle will be provided with manually selectable full locking or automatic locking wheel hubs. There will be an electric control for the transfer case to engage the front axle and shift between high and low all wheel drive operation.

TIRES, FRONT

The front tires will be 225/70R19.50 with an "all position" tread.

WHEELS, FRONT

Wheels for the front axle will be 19.50" x 6.00" steel disc.

REAR AXLE

The single reduction limited slip rear axle will have a ground rating capacity of 14,706 lb.

The rear brakes will be hydraulic disc type.

PARKING BRAKE

The parking brake will be located on the rear axle service brake.

Rear axle brakes will be disc style.

REAR AXLE RATIO

The ratio of the rear axle will be provided by the chassis manufacturer.

REAR SUSPENSION

The rear suspension will be a leaf spring type, with a capacity at ground level of 15,000 lb.

The rear stabilizer bar will be included.

TIRES, REAR

The rear tires will be 225/70R19.50 with black side walls and an (AT) all-terrain "traction" tread. Tires will be rated for a maximum top speed per the requirements described elsewhere in this proposal, up to 75 MPH.

WHEELS, REAR

The rear wheels will be 19.50" x 6.00" steel disc.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted one (1) forward and one (1) rearward of the left side rear tire.

ANTI-LOCK BRAKE SYSTEM (ABS), ROLL STABILITY CONTROL (RSC)

The vehicle will be equipped with an anti-lock braking and roll stability control systems.

ABS:

- Sensors monitor wheel rotation speed, checking for the onset of wheel lockup.
- If the onset of lockup is detected, the system automatically compensates for this condition and prevents wheel lockup by automatically "pumping" the brakes several times per second, even when the brakes are firmly applied.
- Improves vehicle steering control in severe braking maneuvers, under variety of weather conditions.

RSC:

- An additional vehicle control software module.
- Detects the roll angle of the vehicle on the horizontal axis.
- Monitors vehicle body roll angle at least 100 times per second.
- Automatically reacts to help the driver keep the vehicle upright and all tires on the ground

ENGINE

- Model: Power Stroke 6.7 Turbocharged Diesel B20, CGI (compacted graphite iron) block and aluminum heads
- Number of Cylinders: Eight (8), "V" configuration
- Bore and Stroke: 3.90 x 4.25 in
- Displacement: 6.7 liters (406 cubic inches)
- Compression Ratio: 16.2:1
- Rated Brake Horsepower: 330 at 2200 rpm
- Peak Torque: 950 ft-lb at 1850 rpm
- Turbocharger: VNT (Variable Nozzle Turbine) DualBoost
- Combustion System: High Pressure Bosch Fuel Injection System

ENGINE ACCESSORIES

- Air Cleaner: Dry type
- Governor: Limiting speed type
- Lube Oil Cooler
- Lube Oil Filter: Full flow
- Fuel Filter: Single fuel filter/water separator, heated
- Starting Motor: 12-volt
- Oil Fill and Level Gauge

ENGINE WARRANTY

The engine only will come with a **five (5) year or 100,000 mile** warranty provided by the engine manufacturer.

RADIATOR

- Pressurized System, Tube and Fin
- Anti-Freeze Protection to -20 degrees Fahrenheit.

HIGH IDLE

A high idle switch will be provided by the apparatus manufacturer on the instrument panel inside the cab. Activating the switch will cause the vehicle to automatically maintain a preset engine rpm.

A green indicator light will be provided adjacent to the switch. The light will be labeled "OK To Engage High Idle."

ENGINE EXHAUST BRAKE

An exhaust brake with an integral variable geometry turbo charger (VGT) will be provided. The various functions and controls will be located on the instrument panel within easy reach of the driver.

AIR RESTRICTION INDICATOR

To meet the NFPA requirement, the chassis will have an air restriction indicator in the cab, visible to the driver.

ELECTRONIC CRUISE CONTROL

The chassis will be provided with factory installed electronic cruise control. Switching will be provided on the steering wheel.

ENGINE HEATER

A 120-volt, 1250 watt engine block heater shall be provided..

AIR INTAKE EMBER SEPARATOR

The air inlet will be equipped with a stainless steel mesh to separate water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.

This will comply with NFPA 1901 and 1906 standards.

EXHAUST SYSTEM

The exhaust system will include a diesel particulate filter (DPF), a diesel oxidation catalyst and a selective catalytic reduction (SCR) to meet current EPA standards. The exhaust will terminate with a horizontal tailpipe and diffuser on the right side behind the rear wheels.

The combustion system is the heart of the 6.7L Power Stroke diesel engine and reflects how Ford engineers achieved a balance of power, fuel efficiency and reduced emissions.

To help reduce NOx levels, the Power Stroke burns cleaner in large part because of the Exhaust Gas Recirculation (EGR) system.

In addition, there is a three-step after-treatment system utilizing a diesel oxidation catalyst (DOC), selective catalytic reduction (SCR) using diesel exhaust fluid (DEF) and a diesel particulate filter (DPF) as the key components.

The engine will have a special Emergency Vehicle Calibration which significantly reduces the possibility of depower mode when in stationary PTO operation. Operator commanded manual regeneration will be provided and allowed down to 30% of DPF filter full.

EXHAUST MODIFICATIONS

The exhaust will terminate with a horizontal tailpipe and diffuser behind the passenger side rear wheels.

A heat deflector shield will be provided where the tail pipe is routed under the passenger side compartmentation.

COOLANT LINES

Premium rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be the constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

The fuel tank provided will be 40 gallon capacity and mounted behind the rear axle by the chassis manufacturer. It will comply with all DOT regulations. It will be designed and installed so that it does not interfere with the mounting of the pump, plumbing or other components.

A minimum of one (1) auxiliary fuel tap will be provided.

NFPA 1901, 2016 edition, section 12.3.4.7 requires a means for draining the tank without removing the tank.

As provided by the chassis manufacturer, there will be no means to drain the fuel tank. This apparatus will be non-compliant effective at time of contract execution.

DIESEL EXHAUST FLUID TANK

A diesel exhaust fluid (DEF) tank of 7.2 gallons will be provided for the emissions system.

COOLER, CHASSIS FUEL

A fuel cooler will be provided by the chassis manufacturer.

TRANSMISSION

A ten (10)-speed automatic overdrive transmission will be provided and includes:

- Integrated torque converter/turbine clutch
- Ultra-low viscosity transmission fluid and off-axis variable displacement pump
- manual mode

- 150,000-mile service interval
- 10-bolt PTO opening
- Mobile and stationary capability from "live" PTO operation
 - PTO torque ratings:
 - Stationary: 300 lb.-ft. (diesel), 250 lb.-ft. (gas)
 - Mobile: 150 lb.-ft. (diesel) , 125 lb.-ft. (7.3L gas)
- also designed to operate split shaft PTO units (in models equipped with the 6.7L Power Stroke VS Turbo Diesel)

TRANSMISSION COOLER

A transmission oil cooler will be provided in a tank of the radiator.

TRANSMISSION PTO PROVISION

The chassis transmission will include the provision for a PTO.

DRIVELINE

The driveline will be a heavy duty metal tube type. A splined slip joint will be provided in each driveshaft.

STEERING

The steering wheel will be black vinyl with 3-button message center control. The steering wheel is 15.00" in diameter and includes tilt and telescoping adjustment. Cruise control will be steering wheel mounted. The steering gear ratio will be 20.30:1.00. The steering will consist of a hydraulically driven steering system.

TRAILER TOW PACKAGE

Ford trailer tow package with brakecontroller will be included on the chassis. A harness to the rear of the frame will be supplied with seven (7) blunt cut and labeled wires with relays for back up lamps, running lamps, battery feed, LH/RH stop/turn lamps, and a ground. The package will increase the GCWR on F-450 chassis to 39,000 lbs or 43,000 lbs. on the F-550 chassis. The rear axle will be upgraded for the increased trailer towing capacities.

BUMPER

A full-width, aerodynamic, chrome plated steel bumper will be attached to the front of the chassis frame.

TOWING PROVISIONS

Two (2) steel tow eyes or hooks painted black will be provided.

CAB

Type: Conventional, engine forward, four (4) door crew cab

Construction: Aluminum

Accessories:

Tinted glass in all windows

- Dual sunvisors
- Electric windshield washer
- Two (2) speed electric windshield wipers with intermittent control
- Dome light
- Fresh air heater and defroster
- Dual electric horns
- Driver and passenger air bags

XL TRIM PACKAGE

The chassis will be equipped with the Ford XL trim package. This trim package includes the following content:

- 19.5" x 6" argent painted steel wheels
- Black door handles
- Black painted front bumper with grained molded-in-color top cover and black lower air dam
- Black molded in color front grille
- Lower passenger side glove box
- Quad dual-beam , jewel-effect halogen headlamps with automatic on/off
- Rear fixed window
- Solar tinted windows
- Black full-length , heavy-duty vinyl floor covering
- Tilt/telescoping steering column and black vinyl wheel with audio controls
- Door trim with armrest, grab handle, and reflector
- Vinyl sunvisors; driver with pocket ; front-passenger with mirror insert
- Interval control windshield wipers

CAB INTERIOR TRIM LEVEL

The cab trim level will be the standard "XL" level by Ford. The upholstery will be a vinyl in a "earth gray" color. The flooring will be a black mat.

CAB GRILLE

The cab grille will be a chromed high impact plastic with a horizontal/vertical channel design.

MIRRORS

Manual-telescoping

Manual-folding trailer tow

Power/heated glass with heated convex spotter mirrors

Integrated clearance lights/turn signals

CAB ACCESS STEPS RUNNING BOARDS

Cab step running boards will be provided for each side of the vehicle. They will be constructed of steel support channels and covered with bright aluminum treadplate.

STEP LIGHTS

There will be six (6) white LED step lights provided. There will be one (1) light installed at each cab and crew cab door, and one (1) in between.

The lights will be activated when the adjacent door is opened.

DAYTIME RUNNING LIGHTS

The chassis will be provided with daytime running lights.

AIR CONDITIONING

An air conditioner will be provided that is integral with heater and defroster system.

ENGINE COMPARTMENT LIGHT

An engine compartment light with an integral switch will be installed under the engine hood.

STORAGE CONSOLE

There will be a console located in the cab between the front seats. There will be a designated area for light switches, controls, and an area for a siren or radio. There will also be four (4) bevel-edged slots at the rear of the console for maps or note book storage.

The console will be constructed out of smooth aluminum and painted black.

SEATING CAPACITY

The seating capacity in the cab will be five (5).

SEATING

Seating inside the cab will consist of a 40-20-40 vinyl bench style seat with a center armrest for storage.

REAR SEATING

A vinyl fold-forward rear bench seat will be provided by the chassis manufacturer.

NFPA 1901, 2016 edition, section 4.11 requires all apparatus have a vehicle data recorder, and that the data recorded includes "seat occupied" and "seat belt status".

This seat does not provide the necessary sensors to accomplish the requirements of section 4.11. Per fire department specification and request, this apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

SEAT BELT WEB LENGTH

NFPA 1901, 2016 edition, Section 14.1.3.1 and 14.1.3.2 requires effective seat belt web length for a Type 1 lap belt for pelvic restraint to be a minimum of 60.00", and a Type 2 pelvic and upper torso restraint-style seat belt assembly to be a minimum of 110.00".

Per Fire Department specification of a commercial chassis, this apparatus may not have seat belts of the required length. These belts may not provide sufficient length for large firefighters in bunker gear. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

SEAT BELTS

NFPA 1901, 2016 edition, section 14.1.3.3 requires the seat belt webbing to be bright red or bright orange in color, and the buckle portion of the seat belt will be mounted on a rigid or semi-rigid stalk such that the buckle remains positioned in an accessible location.

The seat belt color is not available in red or orange from the commercial chassis manufacturer. Per Fire Department specification of a commercial chassis, the seat belt color will be non-compliant. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 10.9.3 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTS

Instrumentation will consist of:

- 4. 2 " Productivity Screen Located between the speedometer and tachometer and navigated through a 3-way button on the steering wheel

Features driver-configurable digital gauges at the top of the screen

- Oil Pressure
- Engine Temperature
- Fuel (miles to empty)
- Transmission Temperature
- Turbocharger Boost (6.7L Power Stroke VB Turbo Diesel only)
- DEF Tank Level (6.7L Power Stroke VB Turbo Diesel only)

Includes 6 main menu options

- MyView - Allows drivers to choose the information or feature they want to view from the 6 major menu options
- Trip/Fuel
- Truck Info
- Turbo Boost Gauge
- Gauge View
- Transmission Temperature Gauge
- Diesel Exhaust Fluid (DEF) Gauge
- Digital Speedometer
- Diesel Exhaust Fluid (DEF) Status (6.7L Power Stroke VB Turbo Diesel only)
- Diesel Particulate Filter Status
- Engine Info (engine hours, engine idle hours and oil pressure)
- Transmission Temperature
- Towing
- Off-Road
- Settings
- Odometer
- Outside temperature display
- Warning Indicators Include:
 - Oil Pressure
 - Battery
 - Engine Temperature
 - Lights On
 - Service Interval
 - Brake System Indicator
 - Key

- Low Fuel
- Door Ajar
- Two (2) 12V power points in dash
- One (1) USB charging port

EMERGENCY SWITCH PANEL

An emergency switch panel will be provided in the cab. The switch panel will be located on the floor mounted console.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light (located in the driving compartment) will be illuminated automatically per the current edition of NFPA. The light will be labeled "Do Not Move Apparatus If Light Is On".

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsating alarm when the parking brake is released.

OPEN DOOR INDICATOR LIGHT

A red "open door" indicator light will be provided inside the cab, in clear view of the driver, to warn of an open compartment door.

WIPER CONTROL

Wiper control will consist of a two (2)-speed individual windshield wiper control with intermittent feature and windshield washer controls. The wipers will also activate with the automatic (on/off) rainlamp wiperactivated headlamps.

AM/FM RADIO

The radio system shall include:

- 4 speakers on Regular Cab; 6 speakers on SuperCab and Crew Cab
- Bass/treble control
- Balance control
- Seek/scan features
- Tone control
- Electronic tuning
- Digital clock

- MP3 capability, plays MP3 files from the USB connection in the media bin
- SiriusXM compatible
- Auto presets
- Fade control
- Speed compensated volume

An 8" LCD screen provides at-a-glance status for Phone, Audio, Apps and Settings

One (1) USB charging port

SYNC® 4 includes cordless smart phone pairing,

Apple CarPlay® and Android Auto™ Compatibility

SiriusXM Satellite Radio capable.

Ford Pass Connect (Embedded Modem) - Use the FordPass App to connect to and control certain vehicle functions, like starting the engine and locking or unlocking the vehicle. Connect up to 10 wireless devices to the internet using the 4G or SG (if equipped) LTE Wi-Fi hotspot (when available).

INFORMATION CENTER

All standard switching will be provided. Neither a color display nor a vacuum florescent display will be provided with the Weldon, V-MUX system installation.

VEHICLE DATA RECORDER

NFPA 1901, 2016 edition, section 4.11.1 requires all apparatus be equipped with an on-board vehicle data recorder. The VDR is intended to be used by the fire department to monitor seat belt use as a tool for enforcing a seat belt policy that enhances the safety of apparatus occupants.

The vehicle data recorder is not available as required from the commercial chassis manufacturer. Per Fire Department specification of a commercial chassis, there will be no vehicle data recorder on the apparatus. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

Seat Belt Monitoring System

NFPA 1901, 2016 edition, section 14.1.3.9 requires a seat belt warning system be provided. The seat belt warning device is intended to assist the driver or officer in determining whether all occupants are seated and belted before the vehicle is driven. Without this device, the driver must manually determine that all occupants are seated and belted before the apparatus is placed in motion.

The seat belt warning system is not available as required from the commercial chassis manufacturer, or not requested by the customer. Per Fire Department specification of a commercial chassis, there will be no seat belt warning system on the apparatus. The purchasing authority is consciously choosing to accept an apparatus without a tool that the NFPA Technical Committee on Fire Department Apparatus believes all fire departments should use to promote and enforce seat belt compliance. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" LCD display located in view of the driver in rearview mirror area centered between the sun visors. The display will include manual camera activation capability and audio from the active camera.

The following components shall be included:

- One (1) MO700136DC, display
- One (1) SV-CW134639CAI, camera
- All necessary cables

ELECTRICAL POWER CONTROL SYSTEM

There will be a Weldon V-Mux electrical system provided.

The power distribution center will be centrally located inside the center console and be easily accessible from inside the cab for simplified maintenance and trouble shooting. All fuses, circuit breakers and/or relays will be easily accessible for ease of maintenance.

Circuit protection will be provided electronically for all circuits powered by the Weldon, V-MUX control

system. For circuits not powered by the Weldon, V-MUX control system, circuit protection devices will be provided which conform to SAE standards. All circuit protection will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

SOLID-STATE CONTROL SYSTEM

The electronic control system will operate as a "Peer-to-Peer" system. Each node will hold its own configuration and operate independently of the others. Communication between nodes will occur through Weldon's RS-485 serial network.

The electronic control system will provide the following features:

- 100% solid state technology
- Operating temperature from -40 degree to +85 degree Celsius
- Integrated load shedding and sequencing
- Diagnostics and troubleshooting capability - "software purchased separately"
- Network access port

EMI/RFI PROTECTION

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system will be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and

environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

- (1) All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
- (2) Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- (3) Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- (4) Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- (5) All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
- (6) All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.
- (7) All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

A single starting battery system will be provided consisting of two (2) 12 volt, 750 CCA, 68 amp-hour, maintenance-free AGM batteries.

The battery system will have a total of 1500 CCA.

BATTERY LOCATION

The batteries will be installed in the standard location as provided by the chassis manufacturer. This location is typically under the cab on the left side of the truck.

MASTER BATTERY SWITCH

There will be a master battery switch provided in the cab within easy reach of the driver.

A green indicator light will be provided in the cab to notify the driver of the status of the battery system.

BATTERY CHARGER

There will be a Kusssmaul™ 1200, Model 091-187-12-Remote, battery charger provided. A bar graph display indicating the state of charge will be provided.

The charger will have a maximum output of 40 amps and a fully automatic regulation.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to the battery charger.

The battery charger will be located in the left body compartment mounted on the left wall as high as possible.

The battery charger indicator will be located on the driver's side front bulkhead. The indicator will be enclosed to protect it from damage.

AUTO EJECT FOR SHORELINE

There will be one (1) Kusssmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include yellow weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)

- Phase
- Frequency

The shoreline receptacle will be located on the driver side front bulkhead of body.

ELECTRICAL SYSTEM

The 12-volt electrical system will be maintained by a dual alternator set-up provided by the chassis manufacturer. The dual alternators combined will provide a total output of 410 amperes.

FORD POWER EQUIPMENT AND SAFETY GROUP

The electrical power equipment group and safety group will be provided on the chassis. The option packages will include the following:

- Power 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab) with backlit switches
- Power door locks with backlit switches and accessory delay
- Remote keyless entry
- Wiper-Activated Headlamps - turns on the headlamps and tail lamps when the windshield wipers are being used
- Child Seat Tether Anchors - standard on Ford Factory Regular Cab right passenger seat and all rear seating positions on SuperCab and Crew Cab
- Front-Seat Side Airbags - located in the outboard side of the Ford Factory front seat backs
- Personal Safety System - consists of:
 - Electronic front crash severity sensor
 - Driver's seat position sensor
 - Safety belt usage sensors
 - Front outboard safety belt pretensioners
 - Front outboard safety belt energy management retractors
 - Dual-stage driver and front-passenger airbags
 - Front-Passenger Sensing System (Ford Factory seat only)
- Safety Canopy System - combines side-curtain airbags and a rollover sensor to help provide head protection for all outboard seating positions in certain side-impact and rollover situations
- Advanced Security Pack - Includes Passive Anti-Theft System, inclination and interior motion sensors
 - monitors doors, hood, interior motion and vehicle inclination
 - Inclination sensor is designed to help prevent tow-away thefts
 - Interior motion sensor is designed to help prevent "smash-and-grab" break-ins
 - Includes a separate alarm sounder plus the vehicle horn
- Passive Anti-Theft System - prevent the vehicle from being started unless a coded key or key fob, programmed to the vehicle, is used
- Anti Lock Brake System, Automatic Traction Control, and Roll Stability Control - automatically makes braking and throttle adjustments when it senses wheel slip, loss of traction or roll motion

to help keep the vehicle on its intended path for enhanced driver control.

ELECTRONIC LOAD MANAGEMENT

Included with the apparatus manufacturer's electrical system will be a programmable load management system.

This system will monitor the vehicle's 12-volt electrical system and automatically reduce the electrical load in the event of a low voltage condition ensuring the integrity of the electrical system.

HEADLIGHTS, HALOGEN

The headlights will be a halogen style of lamp. There will be a high beam/low beam set for each side as provided by the chassis manufacturer.

The lights will comply to all FMVSS requirements.

EXTERIOR LIGHTING

Exterior lighting will meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

Front headlamps will be Quad-beam, jewel-effect halogen type and comply to all FMVSS requirements.

The headlights will be automatically activated (automatic on/off) with windshield wipers.

Headlight high beam automatic dimming will be included.

Five (5) clearance and marker LED lights will be installed across the leading edge of the cab.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights will be provided with color lenses.

The lights will be mounted in a polished combination housing.

There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor Model AY-LB-12HW020, 350 lumens, 20.00" LED lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the battery switch is on, and the parking brake is applied.

STEP LIGHTS

There will be two (2) white LED step lights will be provided at the rear to illuminate the tailboard/step area.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

These step lights will be actuated with the perimeter scene lights.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

12 VOLT LIGHTING

There will be a HiVizLED, Model FT-B-46-*, 46.00" 12 volt LED combination spot/flood light provided on the front of the cab mounted to the front of the lightbar.

The painted parts of the light housing and brackets to be black .

The light will be controlled by a switch at the driver's side switch panel.

The light will be controlled by no additional switch location .

The light will be controlled by no additional switch location

These light may be load managed when the parking brake is set.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, centered above RS2 compartment.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, centered above LS2 compartment.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

REAR SCENE LIGHT(S)

There will be two (2) Whelen, Model M6ZC, LED scene light(s) with Whelen, Model M6P15C, 15 degree chrome bezel(s) installed at the rear of the apparatus, Rear body bulkhead, one each side, below the upper rear warning lights..

The light(s) will be controlled by a switch at the driver's side switch panel.

The light(s) can be load managed when the parking brake is set.

RESCUE BODY CONSTRUCTION

The rescue body will be of all aluminum construction. The body will use .125" (3 mm) and .188" (5 mm) 5052 aluminum for the front, rear and side panels. Any compartment dividers and compartment backs will also be constructed of aluminum. The structural support framing will be 6061 aluminum alloy tubing with dimensions of 2.00" (51 mm) square with a wall thickness of .125" (3 mm). All exterior body corners will be 3.00" (76 mm) radius aluminum, corrosion resistant alloy 6061 extrusions. The roof and corner extrusions will be reinforced with interconnecting 90 degree angle supports at all stress points. The body will be properly welded into a unitized construction. Proper reinforcing and supports will be utilized throughout all construction to ensure strength and rigidity.

MODULE FABRICATION AND DESIGN

The substructure for the body will be an integral part of the body construction. The body will be built as a separate complete module prior to being mounted onto the chassis.

BODY AND COMPARTMENT SUPPORT

The body will be supported by 2.00" (51 mm) x 2.00" (51 mm) x .125" (3 mm) wall aluminum tubing. The cross sill tubes will be spaced approximately 12.00" (305 mm) on center and interconnected to the body from the front to rear.

A 1.00" (25 mm) x 2.00" (51 mm) aluminum bar will be used as a stringer and will be welded to the cross sills. A structural mounting plate 0.75" (19 mm) x 6.00" (153 mm) x the length of body will be provided as the main mounting structure. A rubber isolator mounting system will be incorporated into this mounting structure to support the body, provide dissimilar metal protection and reduce the transmission of torsional stress to the body. This system will also allow the body to be removed from the chassis as an entire unit.

The bottom of each lower compartment floor will be supported by an aluminum under-body support system. This support system will be constructed vertical and horizontal supports that are 1.00" (25mm) x 2.00" (51 mm) tube with a wall thickness of .125" (3mm). The compartment floors will be welded to the underbody support substructure.

ROOF CONSTRUCTION

The roof will be integral with the body construction. The roof will be constructed of .125" (3 mm) bright aluminum treadplate and supported by 2.00" (51 mm) square .125" (3 mm) wall tubing welded in place approximately 12.00" (305 mm) on center. The roof will be further reinforced with angle tie members welded to the cross tubes. The roof perimeters will be constructed of a 3.00" (76 mm) radius extrusion with an integral drip molding. The roof extrusion will also have an inset allowing the roof panel to be recessed into the extrusion giving further support and sealing effect at the outside edge.

The roof panel will be fastened to the roof extrusions and supports. All roof seams will be sealed to keep the compartment interiors weather proof.

BODY WARRANTY

A copy of the fire apparatus manufacturer's warranty will be included with the bid. The warranty will state that the body will be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years from the date the new vehicle is first delivered or 100,000 miles, whichever occurs first, and that defective parts under the warranty will be repaired or replaced without charge to the original purchaser.

BODY STYLE

The body will be a non-walk in type with roll-up doors. The body will be constructed of aluminum.

BODY LENGTH

The length of the body shell will be 10.00' from front to back, excluding bumpers, steps or other ancillary components. Individual compartment dimensions will be as described within the text for each compartment.

ROOF CONFIGURATION

The roof will be flat without any recessed items.

ROLLUP DOOR, SIDE COMPARTMENTS

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door(s) will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartment(s), the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

LEFT FORWARD COMPARTMENT

Located directly behind the cab will be a roll-up door compartment.

The compartment dimensions will be 34.00" wide x 53.00" high x 21.5" deep at the floor level. The area over the frame rails will be 34.00" wide x 41.00" high and will extend through to the right side of the body. This compartment is transverse and will extend from the left side to the right side of the body. Total depth with the doors closed will be 92.50".

The compartment door opening will be 31.25" wide x 47.25" high.

LEFT OVER WHEEL COMPARTMENT

Located above the rear wheels will be a roll-up door compartment.

The compartment dimensions will be 39.00" wide x 38.00" high. This compartment is transverse, and the depth will extend through to the right side of the body. Total depth with the doors closed will be 92.50".

The compartment door opening will be 36.25" wide x 31.25" high.

LEFT REAR COMPARTMENT

Located behind the rear wheels will be a roll-up door compartment.

The compartment dimensions will be 38.00" wide x 68.00" high x 21.50" deep. The compartment door opening will be 35.25" wide x 47.25" high.

RIGHT FORWARD COMPARTMENT

Located directly behind the cab will be a roll-up door compartment.

The compartment dimensions will be 34.00" wide x 53.00" high x 21.5" deep at the floor level. The area over the frame rails will be 34.00" wide x 41.00" high and will extend through to the right side of the body. This compartment is transverse and will extend from the left side to the right side of the body. Total depth with the doors closed will be 92.50".

The compartment door opening will be 31.25" wide x 47.25" high.

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The compartment door opening will be 36.25" wide x 31.25" high.

RIGHT REAR COMPARTMENT

Located behind the rear wheels will be a roll-up door compartment.

The compartment dimensions will be 38.00" wide x 68.00" high x 21.50" deep. The compartment door opening will be 35.25" wide x 47.25" high.

REAR COMPARTMENT

A compartment at the rear will be provided.

The compartment dimensions will be 45.00" wide x 52.00" high x 39.38" deep. The door opening will be 42.25" wide x 35.25" high.

ROLLUP DOOR, SIDE COMPARTMENTS

There will be one (1) compartment door installed on the rear compartment. It will have double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

A polished stainless steel lift bar to be provided for the rear roll-up door. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door(s) will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartment(s), the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

PULL-OUT TRAY

There will be one (1) slide-out tray with 2.00" sides and a minimum capacity of 500 pounds provided. Capacity rating will be in the extended position.

Slides (a minimum of two per tray) will be undermount - roller bearing type rated at 500lbs per pair with a 100% safety factor.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will also be able to operated smoothly without bumps or sticky spots after a 40 hour vibrations test (reference MIL-STD 810E section 514.4 basic transportation vibration category 1) while fully loaded. Proof of compliance will be provided upon request.

The tray will extend the full depth of the B1 compartment.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for it will be located at the front of the tray for ease of use with a gloved hand.

EXTENDED COMPARTMENT FLOOR

A quantity of two (2) bolt-in style extended compartment floors will be provided. The floor of compartment(s) LS3 & RS3 will be extended outward toward the doors and will match the level of the over-the-frame section. This will allow the installation of full width slide-out trays, tool boards and other long equipment. Each extension will also provide a protected space below this floor section for the installation or storage of small or delicate equipment and tools.

TWO-WAY UTILITY TRAY

A two-way slide-out utility type tray will be provided.

The capacity rating will be 500 pounds minimum in the extended position.

The tray dimensions will be 3.00" deep and as wide and long as possible for the compartment.

Tray will slide out to either side of the vehicle; two-thirds of its length.

The vertical location of the tray within the compartment will be adjustable.

The construction will consist of .188" thick aluminum for the tray bottom, and special aluminum extrusions for the tray sides, end, and tracks.

Corners will be welded to form a rigid unit.

Tray will be supported with a minimum of six (6) ball bearing rollers; each rated for a minimum 500 pound load.

Automatic locks will be provided for both the in and out tray positions.

There will be two (2) slide-out trays provided.

The installation will be LS3/RS3 .

ADJUSTABLE SHELF

Adjustable shelving will be provided for a standard depth compartment. Each shelf will be constructed of .18" thick aluminum, formed to provide a 2.00" high wall around the perimeter. The corners will be welded, to provide a rigid unit. The finish will be [Material Finish, Shelf].

Each shelf will be secured within the compartment by means of adjustable threaded fasteners. The fasteners will slide in an extruded aluminum track to provide height adjustment. Each shelf will have a minimum capacity of 500 pounds.

The shelf design will make efficient use of the compartment space available.

A total of six (6) will be provided. Installation location(s) will be LS1(2) LS2 (1) RS1 (2) RS2 (1).

REAR BUMPER

A rear tailboard will be provided that is an integral part of the rear body substructure.

It will provide a stepping surface of approximately 12.00" deep x 96.00" wide. It will be covered with a bright aluminum treadplate deck.

Two (2) 18.00" long handrails will be provided, one (1) on each side of the rear compartment.

SMOOTH ALUMINUM REAR WALL

The rear wall will be smooth aluminum.

TOW EYES (REAR)

Two (2) tow eyes will be installed below the rear bumper or tailboard. The tow eyes will be properly reinforced so that the truck can be pulled from either eye.

COMPARTMENTATION

The body and compartments will be fabricated of .125", 5052-H32 aluminum. The body will have a welded construction and a huck-bolted steel substructure.

Fender liners will be provided for prevention of rust pockets and ease of maintenance.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The compartment door opening will be framed by flanging the edges in 1.50".

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

The top of the body will be covered with bright aluminum treadplate to form the roof.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

VENTILATION

All body compartments will have a method of ventilation provided either by louvers stamped into a wall or another method to allow the compartments to aerate. The ventilation design will provide the proper airflow inside the compartments and prevent water from dripping into the compartment.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be installed between the body and the crown to seal the seam and restrict moisture from entering.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Siren head will be located on the console.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) speaker provided. Each speaker will be a Whelen model SA315P black nylon composite, 100-watt, with through bumper mounting brackets. Each speaker will be connected to the siren amplifier.

The speaker(s) will be mounted behind an opening in the front bumper on the driver's side.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 60.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- Open in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- Open in the driver's side third front position.
- One (1) white LED module in the driver's side fourth front position.
- Open in the driver's side fifth front position.
- Open in the passenger's side fifth front position.
- One (1) white flashing LED module in the passenger's side fourth front position.
- Open in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- Open in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses included on the lightbar.

There will be a switch installed in the cab on the switch panel to control this lightbar.

The two (2) white flashing LED modules will be disabled when the parking brake is applied.

The two (2) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

WARNING LIGHTS

There will be two (2) Whelen Model LINZ6* 12 volt DC LED flashing lights with chrome flange provided on the grille.

The driver's side front warning light to be red.

The passenger's side front warning light to be red.

There will be a switch provided inside the cab on the switch panel to control these lights.

FRONT WARNING LIGHT

There will be two (2) Whelen, Model M6*, LED flashing light(s) with chrome trim provided Front of body, upper corner, each side of body..

The color of the light(s) will be red.

The color of the lens will be clear.

The light(s) will be activated with the roof light.

These light may be load managed if colored or disabled if white when the parking brake is applied.

Any white light will be disabled and any amber light activated when the parking brake is applied.

SIDE ZONE LOWER LIGHTING

There will be four (4) Whelen® Model M4*C flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the engine hood under 62.00". The side front lights to be red.
- Two (2) lights, rear body fender panel, behind rear axle.. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, Front upper body corner, each side of truck.

The light(s) to include red flashing LEDs.

The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green and red LEDs may be load managed when the parking brake is applied.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

There will be four (4) Whelen®, Model M6**, 5.31" high x 6.75" wide x 1.37" deep flashing LED warning lights with chrome trim provided at the rear of the apparatus per the following:

- The side upper rear light on the left side to include red flashing LEDs
- The rear upper light on the left side to include red flashing LEDs
- The rear upper light on the right side to include red flashing LEDs
- The side upper rear light on the right side to include red flashing LEDs
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be surface mounted over the rear door, at the rear of the apparatus as high as practical.

The traffic directing light controller will be located inside the cab within easy reach of the driver.

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 10.9.3 will be provided by the fire department.

- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than two (2), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front.

- Five (5) fluorescent orange traffic cones not less than 28" (711 mm) in height, each equipped with a 6" (152 mm) retro-reflective white band no more than 4" (152 mm) from the top of the cone, and an additional 4" (102 mm) retro-reflective white band 2" (51 mm) below the 6" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five fluorescent orange traffic cones have illuminating capabilities.
- One automatic external defibrillator (AED).

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 10.9.3 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 10.9.3 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

PAINT PROCESS

The exterior custom cab and/or body painting procedure will consist of a seven (7) step finishing process. A commercial chassis paint process will follow similar processes as determined by the chassis manufacturer. The following procedure will be used by Pierce:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a critical aesthetic finish. The surfacer primer will be a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.

4. Finish Sanding - The surfacer primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The sealer primer is applied prior to the base coat in all areas that have not been previously primed with the surfacer primer. The sealer primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when top coated.
6. Base coat Paint - Two coats of a high performance, two component high solids polyurethane base coat will be applied. The Base coat will be applied to a thickness that will achieve the proper color match. The Base coat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of clear coat will be applied over the base coat color. The clear coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style doors will be clear coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

Our specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a quality finish.

Each batch of base coat color will be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

Environmental Impact

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.

- Paint wastes will be disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Pierce will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the state EPA rules and regulations.

PAINT

The chassis cab will be painted Ford Race Red from the chassis manufacturer and the body will be painted Pierce #516 red - matching Ford Race Red to match the cab.

COMMERCIAL CHASSIS PAINT

The chassis will be painted by the chassis manufacturer. It will remain the color and commercial quality finish as provided. The primary color will be Pierce #516 red - matching Ford Race Red .

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be painted black by the chassis manufacturer. It will remain the commercial grade finish as provided.

WHEEL PAINT

The wheels will be painted by Pierce to assure a color match to the main color of the cab. The exterior visible areas of the wheel will be painted with the same processes and quality of materials used on the apparatus exterior.

WHEELS, ACCENT STRIPE

The exposed outer edge circumference of the wheel will be painted with a silver accent stripe.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE BAND

A 6.00" white reflective band will be provided across the front of the vehicle and along the sides of the body.

REFLECTIVE VINYL ON FRONT BUMPER

There will be a reflective vinyl band provided across the front bumper.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the exterior rear wall. Rear compartment doors, entry doors, or walkway areas will not be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

CAB DOORS REFLECTIVE STRIPE

white reflective striping will be provided on the interior of each cab door.

This striping will total a minimum of 96.00 square inches and will meet the NFPA 1901 requirement.

MANUAL, BODY PARTS ONLY

A custom parts manual for the Pierce® installed parts only will be provided in USB flash drive format with the completed unit.

The manual will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts

The manual will be specifically written for the body model being purchased. It will not be a generic manual for a multitude of different bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in this manual are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

MANUALS, SERVICE

A USB flash drive format service manual supplement containing parts and service information on Pierce® installed components will be provided with the completed unit.

The manual will be specifically written for the unit being purchased. It will not be a generic manual for a multitude of different units.

MANUAL, CHASSIS OPERATION

One (1) chassis operation manual will be provided with the completed unit.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

Each new piece of apparatus will be provided with a minimum one (1) year basic apparatus material and workmanship limited warranty. The warranty will cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

CHASSIS WARRANTY

The basis chassis warranty will be for a total of **three (3) years or 36,000 miles/58,000 km**, whichever comes first.

PAINT WARRANTY

The commercial chassis manufacturer's paint warranty will apply to the paint on the chassis only.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have the standard warranty as supplied by the chassis manufacturer.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce Contender rescue apparatus body limited warranty certificate, WA0015, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

CAB INTEGRITY

NFPA 1901, 2016 edition, Section 14.3.2 requires cabs on an apparatus with a GVWR greater than 26,000 lb meet the requirements of SAEJ2420, *COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks* and SAEJ2422, *Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks*, or ECE Regulation Number 29 *Uniform Provisions Concerning the Approval of Vehicles with Regard to the Protection of the Occupants of the Cab of a Commercial Vehicle*. Certified cab designs meet an established roof, roof corner, and frontal impact strength criteria and may provide additional occupant protection during a crash.

The commercial cab provided does not meet this requirement. Per Fire Department specification request of this commercial chassis, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - The minimum continuous load of each component that is specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELESSUBJECT: **ALS UNIT INVENTORY**

REFERENCE NO. 703

PURPOSE: To provide a standardized minimum inventory on all Advanced Life Support (ALS) Units.

PRINCIPLE: Any equipment or supplies carried for use in providing emergency medical care must be maintained in good working order.

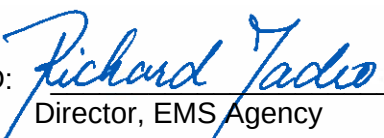
POLICY:

- I. Providers may only carry one narcotic analgesic on the ALS units. Provider Agency Medical Directors may request approval from the Emergency Medical Services (EMS) Agency's Medical Director to carry Fentanyl.
- II. ALS Units shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency. Transport vehicles shall also be equipped and supplied according to the Department of the California Highway Patrol, California Administrative Code, Title 13.
- III. All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens.

MEDICATIONS			
Adenosine	24mgs	Glucagon	1mg
Albuterol (pre-mixed w/ NS)	20mgs	Ketorolac 15mg/mL	4
Amiodarone	900mgs	OR Ketorolac 30mg/2mL	2
Aspirin (chewable 81mg)	648mgs	Lidocaine 2% ⁴	200mgs
Atropine sulfate (1mg/10mL)	3mgs	Midazolam ⁵	20mgs
Calcium chloride	1gm	Morphine sulfate ⁶	20mgs
Dextrose 10% / Water 250mL	3 bags	Naloxone	4mgs
Dextrose - glucose paste/gel	45gms	Normal saline (for injection)	2 vials
Diphenhydramine	100mgs	Nitroglycerin (SL) spray, tablets, or single dose powder packets	1 pump/ bottle/ or 36 packets
Disaster Cache ¹	1	Olanzapine 10mg ODT	40mgs
Epinephrine (1mg/mL)	5mgs	Ondansetron 4mg ODT	16mgs
Epinephrine (0.1mg/mL)	7mgs	Ondansetron 4mg IV	16mgs
Fentanyl ^{2, 3}	500mcgs	Sodium bicarbonate	50mLs
INTRAVENOUS FLUIDS			
Normal saline 1000 mL	6 bags	Normal saline 250 or 500 mL	2 bags

EFFECTIVE: 01-01-78
 REVISED: 10-01-22
 SUPERSEDES: 07-01-22

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APPROVED: 
 Director, EMS Agency


 Medical Director, EMS Agency

SUPPLIES			
Adhesive dressing (Band-Aids®)	1 box	Color Code Drug Doses, Ref. No. 1309	1
Airways – Nasopharyngeal:		Commercial Catheter-Over-Needle Chest Decompression Needles 3.0-3.5" 14G	2
Large (34-36)	1	Contaminated needle container	1
Medium (26-28)	1	Continuous Positive Airway Pressure (CPAP) device: ³	
Small (20-22)	1		
Airways – Oropharyngeal:		Small	1
Large	1	Medium	1
Medium	1	Large	1
Small Adult/Child	1	Endotracheal tubes w/ stylets Sizes 6.0-8.0	2 each
Infant	1	Tube introducer	2
Neonate	1	End Tidal CO2 Detector or Aspirator (Adult)	1
Alcohol prep pads	1 box	Extraction device or short board	1
Backboards	2	Filter, viral HEPA ¹¹	2
Bag-Mask-Ventilation (BMV) device w/ O2 inlet & reservoir:		Flashlight or penlight	1
Bag Volume 650-1000 mL ⁷	1	Gauze bandages	6
Bag Volume 400-700 mL ⁷	1	Gauze sponges 4x4 (sterile)	12
Bag Volume 200-450 mL ⁷	1	Gloves, sterile	2 pair
Bag-Mask-Ventilation (BMV) Masks:		Gloves, unsterile	1 box
Large	1	Glucometer w/ strips	1
Medium	1	Lancets (automatic retractable)	5
Small Adult/Child	1	Hand-held nebulizer pack	2
Toddler	1	Hemostats, padded	1
Infant	1	Intraosseous device: ³	
Neonate	1		
Burn pack or burn sheet	1	Adult	1
Cervical collars (rigid):		Pediatric	1
Adult (adjustable)	4	Intravenous catheters: Sizes 16G - 22G	5 each
Pediatric	2	Intravenous tubing - Macrodrip	12
Cardiac Monitor-Defibrillator w/ oscilloscope	1	i-gel (Disposable Supraglottic Airway):	
Defibrillator pads or paste (including pediatric)	2 each	Neonate (size 1)	1
ECG electrodes:		Infant (size 1.5)	1
Adult	6	Small pediatric (size 2)	1
Pediatric	6	Large pediatric (size 2.5)	1
Pulse oximeter	1	Small adult (size 3)	1
Transcutaneous pacing	1	Medium Adult (size 4)	1
Waveform capnography	1	Large adult+ (size 5)	1
ECG, 12-lead & transmission capable	1	Laryngoscope blades:	
		Adult: curved & straight	1 each
		Pediatric: Miller #1 & #2	1 each

SUPPLIES (continued)			
Laryngoscope handle:		Saline locks	4
Adult (compatible w/ pediatric blades)	1	Scissors	1
Magill forceps:		Sphygmomanometer:	
Adult	1	Thigh	1
Pediatric	1	Adult	1
Mucosal Atomization Device (MAD)	3	Pediatric	1
Needle, filtered-5micron ⁸	2	Infant	1
Normal saline for irrigation	1 bottle	Splints:	
OB pack & bulb syringe ⁹	1	Long	2
Oxygen cannulas:		Short	2
Adult	3	Splints – traction:	
Pediatric	3	Adult	1
Oxygen masks – (non-rebreather):		Pediatric	1
Adult	4	Stethoscope	1
Pediatric	2	Suction unit (portable) w/adapter	1
Infant	2	Suction catheters:	
Oxygen masks – (simple):		Size 8Fr.	1
Adult	2	Size 10Fr.	2
Pediatric	2	Size 12Fr.	4
Infant	2	Tonsillar tip	1
Standardized Pediatric Length-Based Resuscitation Tape, approved by the EMS Agency (e.g., Broselow 2011A or newer)	1	Syringes sizes: 1mL – 60mL w/ luer adapter	assorted
Personal Protective Equipment:		Tape (various types, must include cloth)	1
Mask	1 per provider	Thermometer (Oral or axillary)	1
Gown	1 per provider	Tourniquets (IV)	2
Eye protection	1 per provider	Tourniquets (commercial for bleeding control)	2
Radio transmitter receiver (Hand-Held) ¹⁰	1	Vaseline gauze	2

APPROVED OPTIONAL EQUIPMENT	
Hemostatic dressings–EMS Authority approved dressings only	Pediatric laryngoscope handle FDA-Approved
Intravenous tubing, blood	Resuscitator w/ positive pressure demand valve (flow rate not to exceed 40L/min)
Mechanical CPR device ³	Albuterol / Metered Dose Inhaler (MDI) ¹²
Metered-Dose-Inhaler (MDI) Spacer ¹²	Metered-Dose-Inhaler (MDI) Mask ¹²

¹ Disaster Cache minimum contents include: (9) DuoDote kits or equivalent;

And when available: (6) AtroPen Auto Injector 1.0mg

(6) AtroPen Auto Injector 0.5mg – Pediatric Use

² Fentanyl carried on ALS Unit is not to exceed 1500mcgs.

³ Requires EMS Agency approval, which includes an approved training program & QI method prior to implementation.

⁴ Utilized w/ infusions through IO access.

⁵ Midazolam carried on ALS Unit is not to exceed 40mgs.

⁶ Morphine sulfate carried on ALS Unit is not to exceed 60mgs.

⁷ Device volume, not delivered volume.

⁸ Optional, if not utilizing glass ampules.

⁹ OB kits w/ clamps / scissors (no scalpels).

¹⁰ Los Angeles County Department of Communications, Spec. No. 2029/2031/2033.

¹¹ As supply allows.

¹² All required if using Albuterol / Metered Dose Inhaler.

This policy is intended as an ALS Unit inventory only. Supply and resupply shall be in accordance with Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 701,	Supply and Resupply of Designated EMS Provider Units/Vehicles
Ref. No. 702,	Controlled Drugs Carried on ALS Units
Ref. No. 710,	Basic Life Support Ambulance Equipment
Ref. No. 712,	Nurse Staffed Specialty Care Transport (CCT) Unit Inventory
Ref. No. 1104	Disaster Pharmaceutical Caches Carried by First Responders



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: APPROVE ESTABLISHING SOLE-SOURCE BLANKET PURCHASE ORDERS WITH: AFTERMARKET PARTS COMPANY, AMERICAN MOVING PARTS, CUMMINS PACIFIC, AND INLAND KENWORTH TO PURCHASE MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve establishing a sole-source blanket purchase order (PO) with The Aftermarket Parts Company, LLC (Aftermarket Parts), for the total not-to-exceed amount of One Hundred Seventy Thousand Dollars (\$170,000) to purchase Original Equipment Manufacturer (OEM) proprietary bus parts which can only be acquired through this vendor for the Fiscal Year 2023-24; and
2. Approve establishing a sole-source blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred Twenty Thousand Dollars (\$120,000), to provide drum brake and related parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for the FY 2023-24; and
3. Approve establishing a sole-source blanket PO with Cummins Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of Ninety Thousand Dollars (\$90,000), to purchase OEM vehicle parts for MBL buses and vehicle fleet parts for the MFD for the FY 2023-24; and
4. Approve establishing a sole-source blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to provide powertrain services and OEM parts for FY 2023-24; and
5. Take such additional, related action that may be desirable.

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FISCAL IMPACT:

Funds for the blanket PO with Aftermarket Parts were approved in the Fiscal Year 2023-24 budget through the MBL operating expense account 600-90-915-6080.50 (Transit Fund, Corporate Shops, Bus Parts) for One Hundred Seventy Thousand Dollars (\$170,000).

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$170,000
TOTAL		\$170,000

Funds for the blanket PO with American Moving Parts were approved in the FY 2023-24 operating budget in two Departments: Fire Department Account 100-85-860-6080.30 (General Fund, Suppression, Vehicle Repair and Services) for \$100,000 and MBL Account 600-90-915-6080.50 (Transit Funds, Corporate Shop, Bus Parts) for \$20,000 — for a grand total of One Hundred Twenty Thousand Dollars (\$120,000).

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$100,000
Transportation Department	600-90-915-6080.50	\$20,000
TOTAL		\$120,000

Funds for the blanket PO with Cummins Pacific were approved in the FY 2023-24 operating budget in two Departments: MFD Account 100-85-860-6080.30 (General Fund, Suppression, Vehicle Repair and Services) for \$40,000 and MBL Account 600-90-915-6080.50 (Transit Fund, Corporate Shop, Bus Parts) for \$50,000 — for a grand total of Ninety Thousand Dollars (\$90,000).

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$40,000
Transportation Department	600-90-915-6080.50	\$50,000
TOTAL		\$90,000

Funds for the blanket PO with Inland Kenworth were approved in the FY 2023-24 budget through the MBL operating expense account 600-90-915-6080.50 (Transit Fund, Corporate Shop, Bus Parts) for Seventy Thousand Dollars (\$70,000).

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$70,000
TOTAL		\$70,000

The funds noted in the table above are included in the FY 2023-24 adopted budget. Therefore, no budget amendments are needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello oversees the operations of MBL, which encompasses a fleet of sixty-seven (67) buses ranging from 35-45 feet in length. This fleet composition includes three electric, twenty hybrid, and forty-four Compressed Natural Gas (CNG) buses. Additionally, there is a single 25-foot shuttle bus within the fleet. These buses are integral to the city's transportation infrastructure and demand regular maintenance to ensure their continued operational efficiency.

The diverse nature of MBL's fleet necessitates the use of specific OEM parts and complex machine work. Procuring these parts requires establishing blanket POs with various vendors possessing the necessary expertise. These vendors either manufacture OEM parts, hold official authorization as OEM part providers, or serve as exclusive regional sources for the specialized machine work essential for the fleet.

Furthermore, the MFD relies on OEM parts furnished by American Moving Parts and Cummins Pacific for both fire apparatuses and general fleet maintenance. This underscores the significance of the selected vendors in sustaining the operations of the City's transportation and emergency service capabilities.

Vendor Insights:

Aftermarket Parts: Is the exclusive proprietary parts provider for New Flyer buses, a brand solely utilized by MBL. Its offerings span a comprehensive range of OEM components, encompassing headlights, fan control modules, body panels, glass windows, driver compartment parts, airbags, clutches, stabilizers, thrust washers, and other proprietary parts for New Flyer buses. The previous fiscal year witnessed reduced expenditures due to Aftermarket Parts' limited CNG part inventory and MBL's bus retirement schedule. Staff projections indicate an increase in FY 2023-24 bus part needs resulting in the proposed allocation of \$170,000.

American Moving Parts: A vital partner, American Moving Parts supplies MBL and MFD with critical services such as drum brake machining, brake kits, air dryer cartridge kits, cables, filters, transmission drums, wheel lining, and sensor replacements. This vendor is the only drum brake machining provider in the area. This vendor exclusively offers drum brake machining within the region, which is of particular significance to MBL's aging buses and MFD's American LaFrance apparatuses. The reach of their services extends to other regional transit entities, Torrance Transit and GTrans (Gardena). Furthermore, American Moving Parts is an authorized vendor of OEM parts for prominent industry names including Cummins, Detroit Diesel Corporation, and Kovatch Mobile Equipment Corporation fire apparatus parts. MFD projections for apparatus needs for OEM parts and custom machining needs on LaFrance fire engines has increased the vendors requested allocation amount to \$120,000.

Cummins Pacific: Manufactures the engines and supporting components in MBL buses and MFD apparatuses. Their provision of proprietary equipment ranges from modules and spark plug kits to fan supports, ignition coils, engine rods, electronic control modules,

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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and engine wiring harnesses. Cummins Pacific specializes in proprietary module services. This vendor is the only supplier of programmed OEM modules without which engine components would not be functional in MBL buses or MFD apparatuses. Staff projections indicate a higher allocation need from this vendor due to the retirement of hybrid buses and an increase in CNG bus usage. Cummins supplies modules as well as general parts used by CNG buses in MBL's fleet and MFD apparatuses resulting in the requested \$90,000 allocation for FY2023-24.

Inland Kenworth: A distinctive presence in the vendor landscape, Inland Kenworth assumes a multifaceted role as a truck manufacturer, parts dealer, and service center within the city of Montebello. Authorized as a powertrain services provider for Cummins Pacific engines, Inland Kenworth offers cost-effective solutions for non-programmable parts. This vendor also acts as a parts backup to Cummins Pacific and provides MBL with OEM repair kits, sensors, valves, cylinder heads, engine in-frame kits, and coil extensions. Staff projections indicate the need for the requested \$70,000 allocation this fiscal year due to a shift in fleet needs similar to Cummins Pacific.

The total requested for each blanket PO for FY 2023-24 to purchase maintenance-related bus parts for MBL and vehicle parts for MFD with the previous fiscal year budgets and expenditures for each vendor are listed below:

Vendor	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual	FY 2023-24 Proposed
Aftermarket Parts	\$400,431.62	\$184,417.13	\$153,356.31	\$170,000
American Moving Parts	\$41,577.14	\$60,528.39	\$78,293.28	\$120,000
Cummins Pacific	\$15,847.36	\$51,873.74	\$59,830.04	\$90,000
Inland Kenworth	\$35,087.32	\$49,169.66	\$44,284.64	\$70,000
Total	\$492,943.44	\$345,988.92	\$335,764.27	\$450,000

*FY22-23 amounts are totals as of 8/1/23.

Conformance with Bidding Procedures Chapter 3.20.050 of the Montebello Municipal Code (MMC) details exceptions to bidding and procurement procedures. The recommended action would approve sole-source agreements with the various vendors identified above to supply essential vehicle parts to MBL and MFD. Staff has identified that these vendors are genuine OEMs that are compatible with MBL and MFD vehicles. In addition, the suppliers are direct or sub-contracted vendors of a particular vehicle manufacturer. Approving a sole-source purchase of these parts provides staff with the required resources needed to properly service the various vehicles in the MBL and MFD fleet. Therefore, staff recommends a sole-source exception, as allowed per MMC 3.20.050(B), which allows for the procurement of parts and equipment from reliable and cost-efficient vendors that allows the MBL and MFD to continue operations

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that City Council approve establishing blanket POs with the following vendors and in the following amounts: Aftermarket Parts for the total not-to-exceed amount of One Hundred Seventy Thousand Dollars (\$170,000); with American Moving Parts for the total not-to-exceed amount of One Hundred Twenty Thousand Dollars (\$120,000); with Cummins Pacific for the total not-to-exceed amount of Ninety Thousand Dollars (\$90,000); with Inland Kenworth for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000); and direct staff to take such additional related, action that may be desirable. Funding for these materials has been included in the Fiscal Year 2023-24 adopted budget. Therefore, no budget amendments are needed with the recommended actions.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2669 WITH CLEAN ENERGY FUELS CORP. TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR MONTEBELLO BUS LINES' COMPRESSED NATURAL GAS STATION

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 2669 with Clean Energy Fuels Corp. (Clean Energy), to provide maintenance and support services for Montebello Bus Lines' compressed natural gas (CNG) station for an additional one-year (1) term with additional compensation of an amount not-to-exceed One Hundred Forty Thousand Dollars (\$140,000); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total annual cost for maintenance and support services for the City's Compressed Natural Gas (CNG) station located at Montebello Bus Line's corporate yard is for a total not-to-exceed amount of One Hundred Forty Thousand Dollars (\$140,000). Funding for this agreement will be allocated from the Transportation Department's Fiscal Year 2023-24 adopted operating budget: Transit Operations expense Account No. 600-90-915-6040.95 (Transit Fund, Corporate Shops, Contract Services, Other Professional Services). Therefore, a budget amendment is not needed.

BACKGROUND/DISCUSSION:

On September 8, 2010, the City entered into Agreement No. 2669 (see Attachment A) with Clean Energy (together with Clean Energy Construction, a California Corporation and wholly-owned subsidiary of Clean Energy) to design, build, install, operate, and maintain Montebello Bus Lines' (MBL) CNG station. The station provides approximately 400,000 gallons of CNG fuel each year, and it is an essential resource to MBL's operation.

Over the past 11 years, Clean Energy has provided the City with maintenance and support services to ensure MBL operations have the fueling capacity needed to make daily rollout. Clean Energy's team of local, trained technicians provides regular on-site visits to conduct equipment inspection and preventative maintenance. Clean Energy has consistently provided staff with data analytics, monthly and quarterly reports, fuel volume usage, and has provided 24/7 remote monitoring, to avoid disruption of service and improve fuel consumption and cost efficiency.

In accordance with Agreement No. 2669, the CNG station was placed into operation on September 1, 2012 (see Attachment B), and the ten-year maintenance and support services term was set to expire on August 31, 2022. Agreement No. 2669 was amended to extend services from September 1, 2022, to August 31, 2023 (see Attachment C) with the option to subsequently renew the agreement up to two (2) additional one-year (1) terms. Clean Energy has provided the City with exceptional service performance. As such, the Transportation Department is recommending the City Council approve the proposed Amendment No. 2 to Agreement No. 2669 (see Attachment D). The proposed Amendment No. 2 will extend services from Clean Energy from September 1, 2023, through August 31, 2024.

Since the original scope of work included a design, build and installation, the proposed Amendment No. 2 includes a Revised Scope of Work outlining the operation and maintenance services required under the new term.

Conformance with Montebello Municipal Code

Chapters 3.20.050 and 3.21.025 ("Conformance with Bidding Procedures") describe exceptions to the purchase of supplies, equipment, or professional services. The amended agreement with Clean Energy to supply maintenance services is considered a sole source/single source procurement pursuant and authorized by MMC 3.20.050(B). While there are other maintenance service providers, Clean Energy is considered a sole source provider because the vendor designed and developed MBL's CNG station and uses an early warning proprietary system to perform preventative maintenance before any technical issues affect operations. It should also be noted that Clean Energy is the most suitable vendor based on their expertise and years of experience in this field, and in particular their familiarity and experience with the equipment and MBL's operations. Furthermore, Clean Energy's experience with MBL's operation and CNG equipment requires an exception to the five-year maximum term of agreements (MMC 3.20.050(K)).

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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Due to the City's contractual relationship with Clean Energy since September 2012, the vendor has an in-depth record of MBL's CNG fuel station design, structure layout, and past maintenance services. Over the course of the past 11 years, Clean Energy has consistently exhibited reliable maintenance services when needed. This dependability has played a pivotal role in ensuring the continued operation of the bus fleet, underpinning the City's commitment to timely and dependable service delivery.

Clean Energy's proprietary automatic maintenance notification system, anticipates and mitigates potential issues or faults before they can impact operations. With over 11 years of exceptional service, Clean Energy has gained extensive familiarity with the City's Transportation facility, timetables, and technical nuances, adding a layer of operational stability that is invaluable. Additionally, their role as a primary provider of similar services to multiple other local cities and agencies underscores their industry expertise and reliability, further strengthening their standing as a key partner that is most advantageous to the City.

Thus, staff recommends City Council approve this amendment, utilizing the sole/single source goods and/or services exception authorized under MMC 3.20.050(B) and for such reason, approving an agreement with a term exceeding five years (MMC 3.20.050(K)).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Amendment No. 2 to Agreement No. 2669 with Clean Energy to continue providing maintenance and support services for Montebello Bus Lines' compressed natural gas station for an additional one-year (1) term and authorize the Acting City Manager and/or her designee, to execute Amendment No. 2 on behalf of the City.

ATTACHMENT(S)

1. Attachment A – Agreement No. 2669 with Clean Energy Fuels Corp.
2. Attachment B – Clean Energy Fuels Commencement Letter
3. Attachment C – Amendment No. 1 to Agreement No. 2669
4. Attachment D - Proposed Amendment No. 2 to Agreement No. 2669 and Revised Scope of Work

NEXT STEPS:

N/A

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. 2669

FOR

COMPRESSED NATURAL GAS (CNG) FUELING STATION PROJECT

RFP NO. 10-06

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 8th day of September, 2010 by and between the City of Montebello, as "AGENCY," and Clean Energy (together with Clean Energy Construction, a California Corporation and wholly-owned subsidiary of Clean Energy, as the general contractor) as "CONTRACTOR" (collectively referred to herein as the "Parties" and individually as the "Party").

RECITALS

- A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this AGREEMENT.
- C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods, and services necessary for the design, engineering, permitting, installation, testing and maintenance of a Compressed Natural Gas (CNG) Station Fueling Project (hereinafter "Project" or "Station") as further described in the RFP NO. 10-06.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purposes of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Bids, Instructions to Bidders, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

In the event of an inconsistency among the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, and this Agreement;
2. General Terms and Conditions (Part II of the Project Manual);
3. The Request for Proposals, including the Instructions to Proposers (Part I of the Project Manual);
4. CONTRACTOR's Proposal;
5. All other Contract Documents.

ARTICLE II. Services to be performed by Contractor

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or contractors engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONTRACTOR dated May 27, 2010, and Revised Pricing Proposal dated August 13, 2010 ("Compensation"), attached herein as Exhibit "A" and incorporated by this reference. The total amount of the compensation shall not exceed the sum of Two Million, One Hundred Twenty Thousand, One Hundred and Fifty-One dollars (\$2,120,151.00). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, not to exceed one hundred sixty (160) working days from the time of AGENCY's execution of this Agreement ("Completion Date"). CONTRACTOR shall begin work one (1) week after the Effective Date of this Agreement, as set forth in Article XVII, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of

the CONTRACTOR, including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

All of the materials and services shall be furnished and performed at the location of the City of Montebello's Transportation Department, commonly known as Montebello Bus Lines ("MBL") in first class condition, complete and ready for service by MBL. To the extent that the services of CONTRACTOR require a license from the California Contractor's State License Board, all such work will be performed by Clean Energy Construction, a California Corporation and wholly-owned subsidiary of Clean Energy, as the general contractor.

CONTRACTOR recognizes and acknowledges that failure on the part of CONTRACTOR to complete the work in a timely manner can cause irreparable harm to AGENCY's operation of MBL and that CONTRACTOR shall be liable for all direct damages to the AGENCY which result from CONTRACTOR's failure to complete the work pursuant to this Agreement. For purposes of this Article, "direct damages" shall include, but not be limited to, the costs incurred by the AGENCY in completing the Project, such as the AGENCY's costs of soliciting, selecting and retaining a new Contractor, and any increased costs of labor and materials. In the event that damages due to the AGENCY resulting from the CONTRACTOR's failure to complete the work herein in a timely manner must be adjudicated in a court of law, CONTRACTOR shall be responsible for AGENCY's reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

Notwithstanding anything in this Agreement to the contrary, neither AGENCY nor CONTRACTOR shall have any liability to the other party for special, consequential, or incidental damages, except however that CONTRACTOR may be liable for special, consequential, or incidental damages in connection with a claim made against AGENCY by a third party, provided that such claim arises out of or results from a claim within the scope of the indemnity obligation of CONTRACTOR, under Article VII of this Agreement.

ARTICLE V. Force Majeure Event, Agency-Caused Event

CONTRACTOR's timely performance with the agreed-upon work schedule shall be excused to the extent that delays are caused by a Force Majeure Event or an Agency-Caused Event (hereinafter defined). As used in this Agreement, a "Force Majeure Event" includes any circumstances beyond a Party's reasonable control, including, without limitation, fires, floods, strikes and labor disputes, equipment failure, the interruption of utility services, the cessation of providing necessary products or services to CONTRACTOR by any supplier to CONTRACTOR, war, acts of terrorism, or acts of God, and in such event, CONTRACTOR shall be excused from performance during the period of such Force Majeure Event. When measuring a delay leading to a default by either Party and/or the award of liquidated damages, the Parties agree to exclude any time period involving a Force Majeure Event. An "Agency-Caused Event" shall mean any material acceleration or delay in the construction of the Station (including, without limitation, commencement of construction or substantial completion of the work) caused by the AGENCY or any third party under the AGENCY's control, or any material acceleration or delay in the

construction of the Station (including, without limitation, commencement of construction or Substantial Completion of the work) requested in writing by the AGENCY.

The Parties to the Agreement agree that a Force Majeure Event and/or an Agency-Caused Event shall extend the Completion Date committed to by CONTRACTOR in the Agreement. In the event that CONTRACTOR reasonably incurs additional costs ("Additional Costs") in connection with the construction of the Station due to (i) a Force Majeure Event, or (ii) any Agency-Caused Event, Agency shall reimburse Contractor for all such reasonable, direct Additional Costs. CONTRACTOR shall furnish Agency with reasonable written evidence of such Additional Costs. Agency shall pay invoices, in accordance with the Agreement payment terms for the Compensation, for all amounts due pursuant to this paragraph. Payment of Additional Costs shall be in addition to the Compensation. Payment of Additional Costs shall also be in addition to any extensions of the Completion Date occurring as a result of a Force Majeure Event or Agency-Caused Event.

ARTICLE VI. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

At all times AGENCY alone shall be financially and legally responsible for any and all pre-existing underground hazards or soil contaminants at the Project. In the unlikely event that the Project site is deemed unsuitable for the Station due to the pre-existing underground hazard, soil contamination or soil conditions, it shall be considered an Agency-Caused Event and AGENCY, in its sole discretion, may decide to provide an alternative, suitable site for the Project. In the event AGENCY decides to provide such an alternative, suitable site for the Project, AGENCY shall reimburse CONTRACTOR for any and all reasonable, direct Additional Costs related to the Station relocation, pursuant to the procedures for Additional Costs related to Agency-Caused Events, as set forth in Article V, above. In the event that no such alternative, suitable site is available, AGENCY may terminate the Agreement, at its sole discretion and without cause, pursuant to Article X, and 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 payments made by AGENCY with respect to the Compensation.

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ARTICLE VII. Indemnification

CONTRACTOR agrees to protect, indemnify, defend and hold harmless AGENCY and all of its employees, officers, elected and appointed officials, volunteers, agents, and affiliated public agencies (collectively the "AGENCY") from any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring or arising out of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR in the performance of its services under this Agreement. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its subcontractors or subconsultants in connection with the services under this Agreement, regardless for responsibility for negligence.

CONTRACTOR's obligation to provide indemnification in accordance with the provisions of this Article of the Agreement and elsewhere in the Contract Documents shall not apply to the extent that such damages, claims and/or liabilities arise from the negligence, recklessness, willful misconduct, errors or omissions of AGENCY or AGENCY's employees, agents, contractors or subcontractors or any other third party under the control of AGENCY.

ARTICLE VIII. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which the AGENCY, its officers, employees, agents, elected and appointed officials, volunteers and affiliated public agencies (collectively the "AGENCY") shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-contractors, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days' prior written notice to AGENCY.

ARTICLE IX. Authorization by Contractor

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE X. Termination

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Upon the expiration or earlier termination of the Agreement, (a) CONTRACTOR shall assign to AGENCY in the manner, at the times, and to the extent directed by AGENCY, all of the rights, title and interest owned by the CONTRACTOR under the orders and subcontracts so terminated and specifically agreed to by the CONTRACTOR under this Agreement; and (b) CONTRACTOR shall transfer the complete right or license of all software owned by CONTRACTOR to AGENCY, and all additional electronic files and programs, equipment manuals, and the entire O/M record database, only with respect to those owned by CONTRACTOR, shall also be transferred to AGENCY.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR. Articles V, VI, XI, XII, XIII, XIV and XV of this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE XI. Dispute Resolution and Legal Remedies

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

ARTICLE XII. 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 express, written consent of AGENCY, which may be withheld for any reason or no reason. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind AGENCY 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under Article III of this Agreement.

ARTICLE XIII. Notices

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

To AGENCY:	Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640 Attention: Aurora Jackson Director of Transportation Phone: 323-887-4606 Fax: 323-887-4643
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To CONTRACTOR:	Clean Energy 3020 Old Ranch Road, Suite 400 Seal Beach, CA 90740 Attention: Mr. James Harger, Chief Marketing Officer Phone: 562-493-2804 Fax: 562-493-4532
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ARTICLE XIV. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XV. Governing Law

This Agreement shall be construed in accordance with and governed by the 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.

ARTICLE XVI. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any

of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XVII. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one (1) instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 20____.

CITY OF MONTEBELLO
("AGENCY")

CLEAN ENERGY
("CONTRACTOR")



Art Barajas, Mayor

[Printed Name and Title]

Date: 1/4/11

Date: _____

Federal Tax Identification No. _____

CLEAN ENERGY CONSTRUCTION, a
California Corporation

By: _____

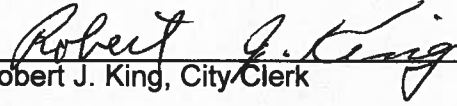
[Printed Name and Title]

Date: _____

Federal Tax Identification No. _____

ATTEST:





Robert J. King, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 20____.

CITY OF MONTEBELLO
("AGENCY")

CLEAN ENERGY
("CONTRACTOR")

Art Barajas, Mayor

James N. Harger, Chief Marketing Officer

Date: _____

Date: 12/29/10

Federal Tax Identification No. 95-4603747

CLEAN ENERGY CONSTRUCTION, a
California Corporation

By: _____
James N. Harger, Chief Marketing Officer

ATTEST:

Date: 12/29/10

Robert J. King, City Clerk

Federal Tax Identification No. 73-1716246

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
COMPRESSED NATURAL GAS STATION RFP NO. 10-06
BID SUMMARY

Item No.	Description		Clean Energy
			Extended Total
1	Design, including as built drawings, two electronic and hard copies of the design.		\$ 42,735.00
2	Trenching and installation of components, piping and all related equipment:		\$ 317,460
3	Geographical report, on soil and area effected by the construction		\$ 5,495
4	Permits/Fees from all regulatory agencies impacted by this project		\$ 6,105
5	Training: Operational, Compressor and Dryer Systems (32 hrs/10 persons per class)	Included	
6	Training: Safety, Gas Detection, emergency including systems and calibrations	Included	
7	Training for Fire Department and Montebello Staff (40 individuals)	Included	
8	Maintenance repairs and Preventative Maintenance Service Cost (Preventative and safety) of all aspects for 5-years. (Please shown annual costs for each of the five years on a separate form. The individual five years should equal the Extended Total shown on the right.)		\$ 30,000
9	Emergency 24 hour service contract (5 years)	Included in the annual maint costs	
10	Web based access of CNG station systems and components (For 5yrs)		\$ 11,100
11	Compressor Skid #1, 500 SCFM, Ariel compressor, Baldor electric drive motor, with SE Sensor Electronics SEC Millennium gas detector, or approved equal. Such as Greenfield provided the same standard warranty & Service as matched to Ariels as well as references.		\$ 819,620
12	Compressor Skid #1, 500 SCFM, Ariel compressor, Baldor electric drive motor, with SE Sensor Electronics SEC Millennium gas detector, or approved equal. Such as Greenfield provided the same standard warranty & Service as matched to Ariels as well as references.	Included on line #11	
13	Booster pump to increase line pressure, if necessary.	Included on line #11	
14	Coalescent twin filters, with differential pressure gauges on each end of filter, reference Parker Hannifin P/N# J2SD-4CWC11-035, or approved equal.		\$ 11,176
15	CNG storage vessels and or Spheres, CPI Industries or approved equal.		\$ 112,564
16	a. CNG Dryer shall be Xebec-fully automatic twin tower or approved equal. DTRA42NGX-6		\$ 128,803
17	One(1) CNG Transit style fueling dispensers, with Sherex CT-5000 nozzle and liquid filled gauge.		\$ 43,016
a.	One (1) two hose CNG Transit style fueling dispenser with one (1) Sherex CT5000, one (1) Sherex <u>CT1000</u> nozzle, and dual liquid filled gauges.		\$ 46,131
18	CNG detection system, under canopies shall be the same system in the compressor skids, reference SE Sensor Electronics, LCD display shall be in the office located on fuel island.		\$ 67,155
19	Fire Extinguishers		\$ 2,220
20	Safety Signage		\$ 1,160
21	ARRA signage cost, required posting. (MBL already has)		
22	Lighting Fixture on fuel island replacement costs		\$ 18,315
23	Roof ventilation on Fuel Island		\$ 91,575
24	Piping and supplies from Compressor Station to Fuel Island (valve panel and control systems)		\$ 113,553
25	Rod Iron Fencing , hot dip galvanizing fence with walk through and sliding gates, per-spec.		\$ 36,630
26	Bollards to protect Rod Iron fencing from vehicles impact 24" Wide X 43" High, similar to the Bollards MBL is using to protect the emergency generator, which is located across from dispatch. Or suggested protective barriers.		\$ 28,205
27	Service manuals, parts manuals and manufactures name and location and phone numbers shall be provided for all equipment associated with this project	Included	
28	Fueling dispenser system shall be fully automated and controlled by a new fuel management system (FMS). The current fuel manager system shall be upgraded with a new fuel manager system and include the addition of a new fuel manager controller head on the south side of the fuel island. Contract information for vendors is shown on Page 55 of the RFP.		\$ 128,613
29	Southern California Gas Company, charges for running 3" Gas Line from center of Olympic Blvd and Park Ave, running pipe underground South on Park Ave. just before the railroad tracks. So.CA. GAS Contact: Michael Bolin (213) 244-5115..	Costs associated with SCG shall be billed direct to MBL.	
30	Electric Utility Equipment, Site Work and Connections to new SCE supplied utility pole and power adjacent to CNG station on Park Ave. Any backfeeding to existing panels not included.		\$ 58,520.00
31	Shipping Costs	Included in parts costs	\$ -
32	Tax on Equipment	Included in parts costs	\$ -
33	<u>CNG Station Costs:</u>		\$ 2,120,151

PART II – GENERAL TERMS AND CONDITIONS

NOTE THAT THIS PART CONTAINS PROPOSED GENERAL CONDITIONS THAT WILL BE INCLUDED IN THE AGREEMENT BETWEEN THE CONTRACTOR AND MBL. MBL RESERVES THE RIGHT TO MODIFY THE CONDITIONS STATED HEREIN, AND TO ADD OR DELETE CONDITIONS PRIOR TO CONTRACT EXECUTION.

13. Scope of Services and Term

13.1. General Scope of Services

Contractor shall design, build, install, operate and maintain a Compressed Natural Gas ("CNG") Station (hereinafter the "Station") at City of Montebello Transportation Facility located at 400 South Taylor Ave, Montebello, CA 90640-5057 (hereinafter referred to either as the "Property" or the "Facility"). All Contractor furnished equipment shall be new and unused. Contractor shall successfully test the Station upon completion to confirm compliance with all specifications and contractual conditions set forth herein.

13.2. Term

13.2.1. Construction/Installation

Contractor agrees that it will initiate construction/installation of the Station no later than _____, and complete construction/installation of the Station no later than _____.

13.2.2. Operations/Maintenance

Contractor agrees that it will operate and maintain the Station under the terms of this Agreement for a period of five (5) years commencing on _____ and ending on _____. MBL may renew this Agreement relative to the Contractor's responsibilities to operate and maintain the Station under the same terms and conditions set forth herein for a consecutive five (5) year term. If MBL exercises its option to renew the Agreement, it will provide Contractor with a sixty (60) day written notice of its intent to renew. If MBL does not exercise its option to renew the Agreement, it will provide Contractor with at least thirty (30) days written notice.

14. Fees and Payments

14.1. Construction/Installation-Fixed Price

MBL agrees to pay the Contractor _____ for the construction/installation of the Station.

14.2. Monthly Fee – TO BE DETERMINED



August 25, 2023

Mr. Richard Bout
Management Analyst
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

Re: CNG Maintenance Contract 1 year Extension

Dear Ricky,

Clean Energy is proud of the fact we have provided the City of Montebello's CNG bus fleet with reliable fueling at your transit facility since we completed design, construction and commenced operations and maintenance services on September 1, 2012. We understand the importance of making rollout with your fleet every day.

Please find below pricing for a 1 year contract extension. The pricing offer is valid for 90 days.

- A CPI increase of 2.7% will be applied to current prices. This is the 12-month change in the July CPI-U index for Los Angeles-Long Beach-Anaheim, CA, which is the same index used historically in our contract. Link: https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm
- Current prices [\$3,072.12 per month + \$0.21479 per DGE] * CPI adjustment =
New prices effective 1-Sep-2023 → \$3,155.07 per month + \$0.22059 per DGE.
- The contract can be extended further with another CPI adjustment on 1-Sep-2024.

The estimated, not-to-exceed value of this 1 year contract extension is \$140,000. This is just an estimate based on the monthly fee, per gallon fee and annual fuel usage. Clean Energy will bill based on actual volumes of fuel used, per the contract.

During the month of September 2023, prior to signing the new 1 year contract extension amendment, Clean Energy will perform work and activities at the City of Montebello fuel station, as outlined below, under the Terms and Conditions for Sale of Services and/or Products as outlined on our website: <https://www.cleanenergyfuels.com/clean-energy-terms-conditions-sale-services-andor-products>. Please issue a purchase order for this month. The expected not-to-exceed value for this one month is estimated to be \$12,000.

This pricing is for the following Operation & Maintenance (O&M) scope of service. Please note this is the same scope as our current contract and is re-stated here for convenience.

Clean Energy will continue to maintain the following CNG fueling station equipment that is already installed at your site:

- 2x Ariel CNG compressors
- 2x CNG compressor booster pumps

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

[CleanEnergyFuels.com](https://www.CleanEnergyFuels.com)



- Set of 3x high pressure CNG storage bottles
- 1x gas dryer
- 2x CNG fast fill dispensers
- CNG system pressure relief valves (PRVs)

Clean Energy's specific scope of maintenance service on this equipment:

- All routine inspections (see checklist below)
- Preventative maintenance (see checklist below)
- Emergency maintenance
- 24/7 call-outs service response
- Consumables, repair parts, rebuild parts
- Safe fueling training for Montebello Bus Lines staff
- Remote monitoring of station

Clean Energy's Scheduled Maintenance Plan								
Routine Inspection Checklist	Weekly	Bi-Weekly	Month	6 Month	12 Month	24 Month	36 Month	48 Month
Check / Record / Monitor 1st, 2nd, 3rd, 4th Stage Press / Temp	X							
Record Compressor Hours	X							
Check / Record / Monitor Inlet Pressure	X							
Check / Record / Monitor Oil Pressure	X							
Inspect all belts for proper tension and alignment	X							
Inspect all hoses and nozzles	X							
Inspect all piping and tubing supports	X							
Inspect compressor relief valves for sign of failures and leakage	X							
Check Area Lighting	X							
Check ESD Function				X				
Clean and lubricate break away couplings		X						
Clean entire site as needed	X							
Clean and wipe down dispensers		X						
Clean fueling nozzle		X						
Check dispenser for damages	X							
Drain scrubbers and filters	X							

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Newport Beach, CA 92660
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CleanEnergyFuels.com



Drain storage bottles			X					
Check equipments for unusual noise/vibration		X						
Monitor vehicle fueling cycle for proper operation	X							
Inspect all tubing, piping, and valves for leaks	X							
Monitor lubricator cycle movement indicator for proper operation		X						
Check compressor oil level, Fill to proper level	X							
Monitor primary and secondary packing vents for blowing.	X							
Inspect reds locks are installed on vessel's PRV shut off valves			X					
Inspect all piping, tubing, hoses for leaks		X						
Check fire extinguishers inspection date is current		X						
Preventative Maintenance Schedules	Weekly	Bi-weekly	Month	6 month	12 month	24 month	36 month	48 month
Ariel Compressor – PM Schedule 6				X	X	X	X	X
Ariel Compressor – PM Schedule 12					X	X	X	X
Ariel Compressor – PM Schedule 24						X		X
Ariel Compressor – PM Schedule 48								X
Dryer – PM Schedule 6				X	X	X	X	X
Storage – PM Schedule 12					X	X	X	X
Dispenser – PM Schedule 12					X	X	X	X
Site – PM Schedule 12					X	X	X	X

Clean Energy may, in its reasonable judgment, adjust the maintenance services it provides, or the intervals at which it provides such services if such changes are in accordance with the applicable equipment manufacturer's requirements.

Sincerely,

Alphonse Anderson

Alphonse Anderson
Account Manager, Western Transit
alphonse.anderson@cleanenergyfuels.com
Cell: 949-266-1475

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO AGREEMENT NO. 2669
WITH CLEAN ENERGY

This Amendment No. 1 to Agreement No. 2669 ("**Amendment No. 1**") is made and entered into as of the 10th day of August 2022 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Clean Energy, a corporation duly organized and existing under the law of the State of California, ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 2669 to provide contracted services, to design, construct, maintain and support the Montebello Bus Lines' Compressed Natural Gas Station with an "Effective Date" of September 8, 2010 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Article XVI ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend services for an additional one (1) year, with an option to extend for two (2) subsequent one-year terms on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, the Parties also desire to amend the scope of work of the Agreement given that the design and construction component of the original project is no longer a required service (hereinafter, the "Revised Scope of Work"); and

WHEREAS, due to the anticipated extension of the term of services and the Revised Scope of Work, an amendment to Compensation (as defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of the Agreement from September 1, 2022, to August 31, 2023; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO THE SCOPE OF WORK. Through this **Amendment No. 1**, the Parties hereto agree to amend the scope of work to the Agreement. The Revised Scope of Work is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 4: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to strike and replace Article III (Compensation) of the Agreement for the purposes of incorporating costs associated with this **Amendment No. 1** as with the following language:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and Revised Scope of Work memorialized in **Amendment No. 1** shall equal \$3,072.12 per month plus \$0.21479 per DGE for the period from September 1, 2022 to August 31, 2023 and shall not exceed the annual amount of **One Hundred Forty Thousand Dollars (\$140,000)**. Such annual sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **City**. Said compensation of the **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 2669

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 2669 to provide contracted services, to design, construction, maintain and support the Montebello Bus Lines Compressed Natural Gas Station as of the day and year first above written.

("CITY")

("CONTRACTOR")

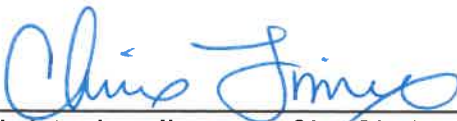
CITY OF MONTEBELLO

CLEAN ENERGY

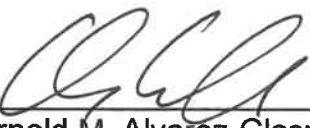
By: 
René Bobadilla, P.E., City Manager

By: 
Robert M. Vreeland, CFO

ATTEST:

By: 
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – Revised Scope of Work



July 19, 2022

Ms. Wendy Taing
Management Analyst
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

Re: CNG Maintenance Contract 1 year Extension

Dear Wendy,

Clean Energy is proud of the fact we have provided the City of Montebello's CNG bus fleet with reliable fueling at your transit facility since we completed design, construction and commenced operations and maintenance services on September 1, 2012. We understand the importance of making rollout with your fleet every day.

Please find below pricing for a 1 year contract extension. The pricing offer is valid for 90 days.

- 1 year contract extension = hold our current pricing until 1-Sep-2023 (no CPI increase) = \$3,072.12 per month + \$0.21479 per DGE.
- The contract can be extended further during this new term, with normal CPI increases resuming on 1-Sep-2023.

The estimated, not-to-exceed value of this 1 year contract extension is \$140,000. This is just an estimate based on the monthly fee, per gallon fee and annual fuel usage. Clean Energy will bill based on actual volumes of fuel used, per the contract.

This pricing is for the following Operation & Maintenance (O&M) scope of service. Please note this is the same scope as our current contract and is re-stated here for convenience.

Clean Energy will continue to maintain the following CNG fueling station equipment that is already installed at your site:

- 2x Ariel CNG compressors
- 2x CNG compressor booster pumps
- Set of 3x high pressure CNG storage bottles
- 1x gas dryer
- 2x CNG fast fill dispensers
- CNG system pressure relief valves (PRVs)

Clean Energy's specific scope of maintenance service on this equipment:

- All routine inspections (see checklist below)
- Preventative maintenance (see checklist below)
- Emergency maintenance
- 24/7 call-outs service response

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com



- Consumables, repair parts, rebuild parts
- Safe fueling training for Montebello Bus Lines staff
- Remote monitoring of station

Clean Energy's Scheduled Maintenance Plan									
Routine Inspection Checklist		Weekly	Bi-Weekly	Month	6 Month	12 Month	24 Month	36 Month	48 Month
Check / Record / Monitor 1st, 2nd, 3rd, 4th Stage Press / Temp		X							
Record Compressor Hours		X							
Check / Record / Monitor Inlet Pressure		X							
Check / Record / Monitor Oil Pressure		X							
Inspect all belts for proper tension and alignment		X							
Inspect all hoses and nozzles		X							
Inspect all piping and tubing supports		X							
Inspect compressor relief valves for sign of failures and leakage		X							
Check Area Lighting		X							
Check ESD Function					X				
Clean and lubricate break away couplings			X						
Clean entire site as needed		X							
Clean and wipe down dispensers			X						
Clean fueling nozzle			X						
Check dispenser for damages		X							
Drain scrubbers and filters		X							
Drain storage bottles				X					
Check equipments for unusual noise/vibration			X						
Monitor vehicle fueling cycle for proper operation		X							
Inspect all tubing, piping, and valves for leaks		X							
Monitor lubricator cycle movement indicator for proper operation			X						
Check compressor oil level, Fill to proper level		X							
Monitor primary and secondary packing vents for blowing		X							
Inspect reds locks are installed on vessel's PRV shut off valves				X					
Inspect all piping, tubing, hoses for leaks			X						
Check fire extinguishers inspection date is current			X						
Preventative Maintenance Schedules		Weekly	Bi-weekly	Month	6 month	12 month	24 month	36 month	48 month
Ariel Compressor – PM Schedule 6					X	X	X	X	X
Ariel Compressor – PM Schedule 12						X	X	X	X
Ariel Compressor – PM Schedule 24							X		X
Ariel Compressor – PM Schedule 48									X
Dryer – PM Schedule 6					X	X	X	X	X
Storage – PM Schedule 12						X	X	X	X
Dispenser – PM Schedule 12						X	X	X	X
Site – PM Schedule 12						X	X	X	X

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Clean Energy may, in its reasonable judgment, adjust the maintenance services it provides, or the intervals at which it provides such services if such changes are in accordance with the applicable equipment manufacturer's requirements.

Sincerely,

Alphonse Anderson

Alphonse Anderson
Account Manager, Western Transit
alphonse.anderson@cleanenergyfuels.com
Cell: 949-266-1475

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO AGREEMENT NO. 2669
WITH CLEAN ENERGY

This Amendment No. 2 to Agreement No. 2669 ("**Amendment No. 2**") is made and entered into as of the 27th day of September 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Clean Energy, a corporation duly organized and existing under the law of the State of California, ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 2669 to provide contracted services, to design, construct, maintain and support the Montebello Bus Lines' Compressed Natural Gas Station with an "Effective Date" of September 8, 2010 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Article XVI ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, on or about August 10, 2022, the Parties executed Amendment No. 1, exercising an option to extend the Agreement from September 1, 2022, to August 31, 2023, and add two (2) additional, one-year optional renewal term; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend services for one (1) additional year on the same conditions set forth in the Agreement and as otherwise provided herein; and

WHEREAS, the Parties also desire to amend the scope of work of the Agreement given that the design and construction component of the original project is no longer a required service (hereinafter, the "Revised Scope of Work"); and

WHEREAS, due to the anticipated extension of the term of services and the Revised Scope of Work, an amendment to Compensation (as defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 2**, the Parties hereto agree to extend the term of the Agreement from September 1, 2023, to August 31, 2024; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO THE SCOPE OF WORK. Through this **Amendment No. 2**, the Parties hereto agree to amend the scope of work to the Agreement. The Revised Scope of Work is attached hereto as Exhibit "A" ("Revised Scope of Work") and incorporated herein by this reference.

SECTION 4: AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to strike and replace Article III (Compensation) of the Agreement for the purposes of incorporating costs associated with this **Amendment No. 2** as with the following language:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and Revised Scope of Work memorialized in **Amendment No. 2** shall equal \$3155.07 per month plus \$0.22059 per DGE for the period from September 1, 2023, to August 31, 2024, and shall not exceed the annual amount of **One Hundred Forty Thousand Dollars (\$140,000)**,). Such annual sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **City**. Said compensation of the **Amendment No. 2** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

AMENDMENT NO. 2 TO AGREEMENT NO. 2669

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 2** to Agreement No. 2669 to provide contracted services, to design, construction, maintain and support the Montebello Bus Lines Compressed Natural Gas Station as of the day and year first above written.

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

("CONTRACTOR")

**CLEAN ENERGY (together with
CLEAN ENERGY
CONSTRUCTION)**, a California
corporation

By: _____
Arlene Salazar, Acting City Manager

By: _____
Robert M. Vreeland, CFO

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – Revised Scope of Work



August 25, 2023

Mr. Richard Bout
Management Analyst
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

Re: CNG Maintenance Contract 1 year Extension

Dear Ricky,

Clean Energy is proud of the fact we have provided the City of Montebello's CNG bus fleet with reliable fueling at your transit facility since we completed design, construction and commenced operations and maintenance services on September 1, 2012. We understand the importance of making rollout with your fleet every day.

Please find below pricing for a 1 year contract extension. The pricing offer is valid for 90 days.

- A CPI increase of 2.7% will be applied to current prices. This is the 12-month change in the July CPI-U index for Los Angeles-Long Beach-Anaheim, CA, which is the same index used historically in our contract. Link: https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm
- Current prices [\$3,072.12 per month + \$0.21479 per DGE] * CPI adjustment =
New prices effective 1-Sep-2023 → \$3,155.07 per month + \$0.22059 per DGE.
- The contract can be extended further with another CPI adjustment on 1-Sep-2024.

The estimated, not-to-exceed value of this 1 year contract extension is \$140,000. This is just an estimate based on the monthly fee, per gallon fee and annual fuel usage. Clean Energy will bill based on actual volumes of fuel used, per the contract.

During the month of September 2023, prior to signing the new 1 year contract extension amendment, Clean Energy will perform work and activities at the City of Montebello fuel station, as outlined below, under the Terms and Conditions for Sale of Services and/or Products as outlined on our website: <https://www.cleanenergyfuels.com/clean-energy-terms-conditions-sale-services-andor-products>. Please issue a purchase order for this month. The expected not-to-exceed value for this one month is estimated to be \$12,000.

This pricing is for the following Operation & Maintenance (O&M) scope of service. Please note this is the same scope as our current contract and is re-stated here for convenience.

Clean Energy will continue to maintain the following CNG fueling station equipment that is already installed at your site:

- 2x Ariel CNG compressors
- 2x CNG compressor booster pumps

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

[CleanEnergyFuels.com](https://www.CleanEnergyFuels.com)



- Set of 3x high pressure CNG storage bottles
- 1x gas dryer
- 2x CNG fast fill dispensers
- CNG system pressure relief valves (PRVs)

Clean Energy's specific scope of maintenance service on this equipment:

- All routine inspections (see checklist below)
- Preventative maintenance (see checklist below)
- Emergency maintenance
- 24/7 call-outs service response
- Consumables, repair parts, rebuild parts
- Safe fueling training for Montebello Bus Lines staff
- Remote monitoring of station

Clean Energy's Scheduled Maintenance Plan								
Routine Inspection Checklist	Weekly	Bi-Weekly	Month	6 Month	12 Month	24 Month	36 Month	48 Month
Check / Record / Monitor 1st, 2nd, 3rd, 4th Stage Press / Temp	X							
Record Compressor Hours	X							
Check / Record / Monitor Inlet Pressure	X							
Check / Record / Monitor Oil Pressure	X							
Inspect all belts for proper tension and alignment	X							
Inspect all hoses and nozzles	X							
Inspect all piping and tubing supports	X							
Inspect compressor relief valves for sign of failures and leakage	X							
Check Area Lighting	X							
Check ESD Function				X				
Clean and lubricate break away couplings		X						
Clean entire site as needed	X							
Clean and wipe down dispensers		X						
Clean fueling nozzle		X						
Check dispenser for damages	X							
Drain scrubbers and filters	X							

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Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com



Drain storage bottles			X						
Check equipments for unusual noise/vibration		X							
Monitor vehicle fueling cycle for proper operation	X								
Inspect all tubing, piping, and valves for leaks	X								
Monitor lubricator cycle movement indicator for proper operation		X							
Check compressor oil level, Fill to proper level	X								
Monitor primary and secondary packing vents for blowing.	X								
Inspect reds locks are installed on vessel's PRV shut off valves			X						
Inspect all piping, tubing, hoses for leaks		X							
Check fire extinguishers inspection date is current		X							
Preventative Maintenance Schedules	Weekly	Bi-weekly	Month	6 month	12 month	24 month	36 month	48 month	
Ariel Compressor – PM Schedule 6				X	X	X	X	X	
Ariel Compressor – PM Schedule 12					X	X	X	X	
Ariel Compressor – PM Schedule 24						X		X	
Ariel Compressor – PM Schedule 48								X	
Dryer – PM Schedule 6				X	X	X	X	X	
Storage – PM Schedule 12					X	X	X	X	
Dispenser – PM Schedule 12					X	X	X	X	
Site – PM Schedule 12					X	X	X	X	

Clean Energy may, in its reasonable judgment, adjust the maintenance services it provides, or the intervals at which it provides such services if such changes are in accordance with the applicable equipment manufacturer's requirements.

Sincerely,

Alphonse Anderson

Alphonse Anderson
Account Manager, Western Transit
alphonse.anderson@cleanenergyfuels.com
Cell: 949-266-1475

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

CleanEnergyFuels.com



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AWARD A PROFESSIONAL SERVICES AGREEMENT, NO. 4131, TO A AND A FLEET PAINTING INC., FOR THE EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES REQUEST FOR PROPOSAL NO. 23-11**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4131 to A and A Fleet Painting, Inc., for the Exterior Bus Graphics Decal Replacement and Repainting Services Request for Proposal No. 23-11; and
2. Authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City of Montebello with A and A Fleet Painting, Inc.; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 31, 2023 A and A Fleet Painting, Inc. (A and A, Inc.) submitted their best and final value contract pricing of Eight Hundred Ninety-Four Thousand, Nine Hundred Fifty Dollars (\$894,950). The total project cost decreased after MBL staff provided the vendor with an independent cost analysis/estimate for similar work performed by other vendors. In addition, Staff emphasized the vendor would use the City's new approved decal design to complete the Exterior Bus Graphics Decal Replacement and Repainting Services (Project).

While the total project cost is estimated to be \$894,950, (see Attachment A) it should be noted that MBL recommends reserving an additional \$35,000 in contingency funds to be

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 2 of 4

added to the Project budget should supplemental bus parts, supplies, and fixtures be needed. The proposed Professional Services Agreement will include conditional language which will trigger the use of the contingency funds only if certain conditions are met.

Project Costs	Amount
Best Value Contract Price	\$894,950
Maximum Contingency Amount (to be awarded via an amendment to the contract only if certain conditions are met)	\$35,000

The Project will be funded utilizing 2018-19 Senate Bill 1/State Transit Assistance (SB1/STA) grant and Fiscal Year 2023-24 Transit Operating Budget – Contract Services Outside Contracts funds. The entire cost of the Project will be split between the following funding sources. Staff has confirmed that sufficient balance exists in each account below, therefore not amendments to the FY 2023-24 budget are required:

Funding Source	Account Number	Balance
Transit Operating Budget	600-90-910-6040.10	\$798,934
SB1/STA (FY 2018-19)	202-922-2018	\$131,016
Total		\$929,950

BACKGROUND/DISCUSSION:

On June 15, 2023, the City of Montebello published RFP No. 23-11 (Attachment B). RFP No. 23-11 was developed to replace MBL's previous bus logo design with the City's new "Elevate" branding. The RFP was designed to seek a vendor to update the branding on 50 Hybrid and CNG New Flyer buses, to include new paint and decals/logos to ensure consistency of fleet appearance with the new branding.

RFP No. 23-11 was published to invite proposals using PlanetBids.com, Transittalent.com, and The Wave publication. Prospective 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 Thursday, August 10th, 2023; MBL received two (2) proposals from A and A, and Square Signs LLC dba Front Signs. The "Analysis" section below describes the review process.

ENVIRONMENTAL:

N/A

ANALYSIS:

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 3 of 4

On August 15, 2023, an Evaluation Committee comprised of four (4) raters (Transportation Department) evaluated the proposals. The Evaluation Committee was asked to rate the proposals using the criteria below, as it related to the scope of work:

<u>Qualitative & Price Considerations</u>		
1	Project Management Plan	10%
2	Equipment/ Facility	20%
3	Qualifications and Experience	15%
4	Technical Approach	30%
5	Best Value to the City	25%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Proposed Cost	Panel Score
A and A Fleet Painting, Inc.	\$991,812	85.6%
Square Signs LLC dba Front Signs	\$802,545	64.3%

A and A was selected over its competitors based on a review of the qualitative attributes (project management plan, equipment/facility, experience and qualifications, and technical approach) presented in their proposal (Attachment C). Although A and A's proposal was not the lowest service cost, the vendor presented a robust project plan with clear definitive deadlines, roles and responsibilities, and expectations customized to MBL's needs to minimize operational disruption throughout the rebranding period.

A and A demonstrated being the most suitable vendor based on their expertise and years of experience in transit bus painting and decal replacement service, and in particular their familiarity and experience with MBL's operations. A and A proposed an eighteen (18) month project timeline to complete the removal and replacement of MBL's bus graphics decal. The vendor emphasized confidence with this timeline due to the project management team having experience providing the same service for surrounding transit agencies, specifically OmniTrans and the Norwalk Transit System.

Among several other notable factors, the vendor presented a very clear and concise service proposal; highlighting over 30 years of experience in autobody repair, welding, metal mold fabrication, vinyl decal installation, custom paint services, a large service facility with 24/7 security surveillance, and references emphasizing efficiency in completing multiple work orders simultaneously for agencies with an operation structure similar to the City. In addition, A and A is a certified Disadvantaged Business Enterprise (DBE) that provided substantial proof of its ability to provide a turn-key solution that supersedes the other proposal submitted.

Acknowledging these facts, it is evident that A and A provided the most comprehensive

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 4 of 4

proposal and demonstrated the credibility required to perform the scope of service requested in RFP No. 23-11.

SUMMARY:

Staff recommends the City Council award Agreement No. 4131, attached hereto in substantial form (Attachment D), to A and A Fleet Painting, Inc. for the Exterior Bus Graphics Decal Replacement and Repainting Services, in response to Request for Proposal No. 23-11 in an amount not-to-exceed Eight Hundred Ninety Four Thousand, Nine Hundred Fifty Dollars (\$894,950); authorize MBL to reserve and use an additional Thirty-Five Thousand Dollars (\$35,000) in contingency funds to be added to the Project amount at a later time only if certain conditions are met; authorize the Acting City Manager to take action necessary to execute and finalize an agreement on behalf of the City and make any amendments thereto; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Price Sheet
2. Attachment B – Request for Proposal (RFP) No. 23-11
3. Attachment C – A and A Fleet Painting, Inc., Proposal
4. Attachment D - Draft Agreement

NEXT STEPS:

N/A



Best and Final Offer

Exterior Bus Graphics Decal Replacement and Repainting Services RFP No. 23-11

Presented to:
City of Montebello
Montebello Bus Lines

Presented by:
A and A Fleet Painting Inc.
13565 12th Street, Chino, CA 91710
<http://www.aafleetpaintinginc.com>

Purpose:
To present the best and final offer to better suit the needs of Montebello Bus Lines.

Date:
August 31, 2023

Abel Bautista
President
562-254-0721
aafleetpaintinginc@yahoo.com

Subject: Submission of Best and Final Offer for RFP No. 23-11: Bus Graphics Decal Replacement and Repainting Services

Abel Bautista
13565 12th Street
Chino, Ca 91710
Aafleetpaintinginc@yahoo.com
August 31, 2023

City of Montebello
Montebello Bus Lines
1600 West Beverly Boulevard,
Montebello, California, 90640

Dear Evaluation Committee,

I am writing to you in regard to our proposal for the Bus Graphics Decal Replacement and Repainting Services, as per RFP No. 23-11. After carefully evaluating the needs of Montebello Bus Lines and considering our initial discussions, we would like to present our best and final offer for this project.

We have made a few modifications to better accommodate your specific needs and expectations. These changes have been updated in our attached proposal, which includes a revised step-by-step plan, updated Gantt chart, and our best and final cost estimate. The Gantt chart serves as the project outline and is based on an estimated start date of October 2.

Our team at A and A Fleet Painting Inc is committed to delivering the highest quality of work within the agreed-upon timeline. We have taken great care to ensure that this best and final offer is comprehensive, transparent, and, most importantly, in alignment with the needs of Montebello Bus Lines.

We sincerely hope that our final offer meets your approval. We are keen to get started on this project and are confident that we can deliver results that will exceed your expectations.

Thank you for considering A and A Fleet Painting Inc for this opportunity. We look forward to the possibility of furthering our discussion and ultimately collaborating with the City of Montebello on this important project.

Please feel free to contact me directly if you have any questions or require further clarification.

Sincerely,
Abel Bautista
President
A and A Fleet Painting Inc



8/31/23

Attachments:

1. Updated Step-by-Step Plan
2. Revised Gantt Chart
3. Best and Final Cost Estimate

Step-by-Step Process for Bus Graphics Decal Replacement and Repainting:

Step 1: Pickup, Initial Inspection, and Documentation We pick up the bus from Montebello and transport it to our facility. Upon arrival, we conduct a thorough visual inspection to document any existing damage or issues. Photos are taken, and we immediately communicate with Montebello to decide the appropriate course of action for any broken or damaged parts.

Step 2: Removal of Old Vinyl and Adhesive Residue The old vinyl wrap is removed, and any remaining adhesive is stripped off. While doing so, we mark the areas that require bodywork due to damage caused by old vinyl.

Step 3: Bodywork Preparation Any necessary bodywork, such as repairs or fabrication of metal and fiberglass, is performed at the marked areas. This includes sanding down rough spots to make sure the surface is smooth and even.

Step 4: Priming A layer of primer is applied to prepare the surface for the new paint, aiding in better paint adherence and durability.

Step 5: Painting The bus is moved to our painting booth, where multiple coats of paint are applied, with sufficient drying time in between each coat.

Step 6: Curing Period, the bus remains idle for a seven-day curing period after the final coat of paint. This crucial step allows the paint to harden enough for vinyl wrap installation without impeding bus operations.

Step 7: Decal Application, once the paint is cured for 7 days in the sun or baking, we proceed with applying the new vinyl decals as per the design specifications.

Step 8: Quality Inspection and Final Touch-ups A final quality inspection is carried out to make sure all work meets our quality standards. Any required touch-ups are completed at this stage.

Step 9: Delivery After receiving the final quality approval, the bus is delivered back to Montebello, and we proceed to pick up the next bus due for servicing.

By adhering to this straightforward process, we aim to deliver high-quality results with minimal impact on Montebello's daily bus operations.

Project Dart Date:

10/2/23

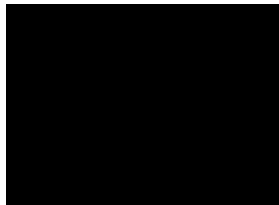
Project outline is based on an estimated start date of October 2.

Project Name: Exterior Bus Graphic Decal Replacement and Replacement and Repainting Services

Week
Starting:

RO #	Acitivity	Bus #	Start	End	Days	Status	% Done
	Bus # 1		10/2/23	10/25/23	18	Not Started	
	Bus # 2		10/2/23	10/25/23	18	Not Started	
	Bus # 3		10/25/23	11/24/23	23	Not Started	
	Bus # 4		10/25/23	11/24/23	23	Not Started	
	Bus # 5		10/30/23	11/29/23	23	Not Started	
	Bus # 6		11/24/23	12/24/23	21	Not Started	
	Bus # 7		11/24/23	12/24/23	21	Not Started	
	Bus # 8		11/29/23	12/29/23	23	Not Started	
	Bus # 9		12/24/23	1/23/24	22	Not Started	
	Bus # 10		12/24/23	1/23/24	22	Not Started	
	Bus # 11		12/29/23	1/28/24	21	Not Started	
	Bus # 12		1/23/24	2/22/24	23	Not Started	
	Bus # 13		1/23/24	2/22/24	23	Not Started	
	Bus # 14		1/28/24	2/27/24	22	Not Started	
	Bus # 15		2/22/24	3/23/24	22	Not Started	
	Bus # 16		2/22/24	3/23/24	22	Not Started	
	Bus # 17		2/27/24	3/28/24	23	Not Started	
	Bus # 18		3/23/24	4/22/24	21	Not Started	
	Bus # 19		3/23/24	4/22/24	21	Not Started	
	Bus # 20		3/28/24	4/27/24	22	Not Started	
	Bus # 21		4/22/24	5/22/24	23	Not Started	
	Bus # 22		4/22/24	5/22/24	23	Not Started	
	Bus # 23		4/27/24	5/27/24	21	Not Started	
	Bus # 24		5/22/24	6/21/24	23	Not Started	
	Bus # 25		5/22/24	6/21/24	23	Not Started	
	Bus # 26		5/27/24	6/26/24	23	Not Started	
	Bus # 27		6/21/24	7/21/24	21	Not Started	
	Bus # 28		6/21/24	7/21/24	21	Not Started	
	Bus # 29		6/26/24	7/26/24	23	Not Started	

Bus # 30	7/21/24	8/20/24	22	Not Started
Bus # 31	7/21/24	8/20/24	22	Not Started
Bus # 32	7/26/24	8/25/24	21	Not Started
Bus # 33	8/20/24	9/19/24	23	Not Started
Bus # 34	8/20/24	9/19/24	23	Not Started
Bus # 35	8/25/24	9/24/24	22	Not Started
Bus # 36	9/19/24	10/19/24	22	Not Started
Bus # 37	9/19/24	10/19/24	22	Not Started
Bus # 38	9/24/24	10/24/24	23	Not Started
Bus # 39	10/19/24	11/18/24	21	Not Started
Bus # 40	10/19/24	11/18/24	21	Not Started
Bus # 41	10/24/24	11/23/24	22	Not Started
Bus # 42	11/18/24	12/18/24	23	Not Started
Bus # 43	11/18/24	12/18/24	23	Not Started
Bus # 44	11/23/24	12/23/24	21	Not Started
Bus # 45	12/18/24	1/17/25	23	Not Started
Bus # 46	12/18/24	1/17/25	23	Not Started
Bus # 47	12/23/24	1/22/25	23	Not Started
Bus # 48	1/17/25	2/16/25	21	Not Started
Bus # 49	1/17/25	2/16/25	21	Not Started
Bus # 50	1/22/25	2/21/25	23	Not Started
Unforseen Misc. Bus Issues 1	1/27/25	3/18/25	37	Not Started
Unforseen Misc. Bus Issues 2	2/1/25	3/23/25	35	Not Started
Unforseen Misc. Bus Issues 3	2/6/25	3/28/25	37	Not Started



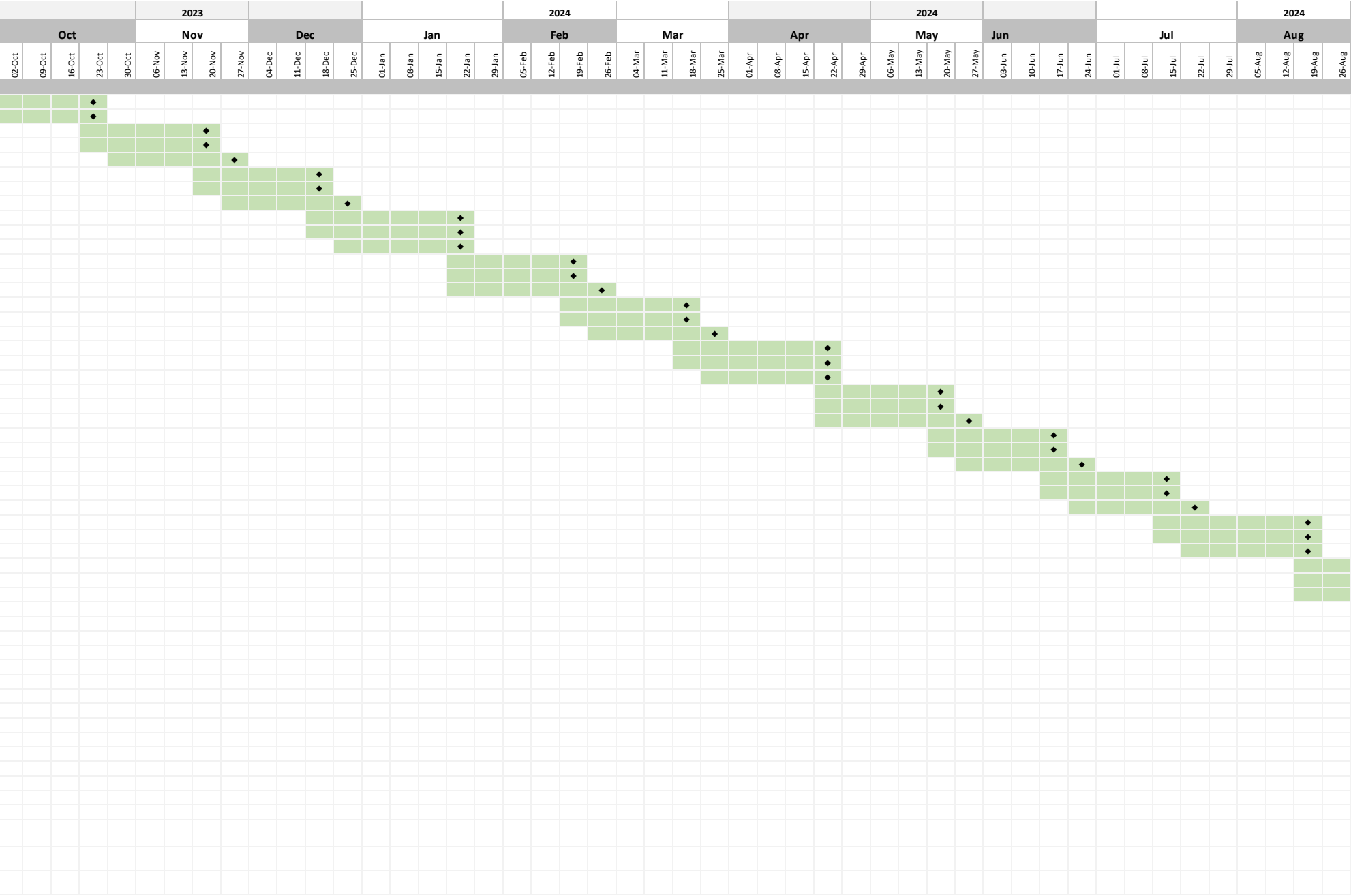


EXHIBIT D

RFP No. 23-11 (BAFO)

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

COST PROPOSAL SHEET

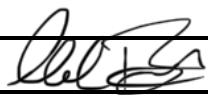
In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Item #	Description	Per Bus Price	Total Price
1	Labor – Remove Existing Decals/Logos	\$ 680.00	\$ 34,000.00
2	Labor – Body/Dent Repair	\$ 1,207.50	\$ 60,375.00
3	Labor – Painting	\$ 6,216.50	\$ 310,825.00
4	Labor – Install New Decals/Logos	\$ 2,700.00	\$ 135,000.00
5	OEM Materials– 3M Manufactured	\$ 5,245.00	\$ \$262,250.00
6	Paint Materials Rate	\$ 1,850.00	\$ 92,500.00
GRAND TOTAL			\$ 894,950.00

List other costs/fees:

Description

Contact Information:

Name & Job Title:	Abel Bautista President
Business Name:	A and A Fleet Painting Inc
Address:	13565 12th street
City, State, Zip Code:	Chino Ca 91710
Phone Number:	(562)254-0721
E-mail Address:	Aafleetpaintigninc@yahoo.com
Authorized Signature:	 Date: 8/31/23

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 23-11



**EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND
REPAINTING SERVICES**

June 15, 2023

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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EXHIBITS

Exhibit A - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting competitive proposals from fully qualified and experienced contractors, licensed in the State of California, to remove and install new decals/logos, bus numbers, and California numbers, for 50 active Hybrid and CNG New Flyer low-floors buses included in this project.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 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.

The City's intent of this Request for Proposal (RFP) is to obtain services to remove MBL's previous logo design and prepare the buses to have new paint and decals/logos applied from roof to bottom/all exterior current painted body panels, to ensure consistency of fleet appearance. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: June 15th, 2023
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-11
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to remove and install new decals/logos, bus numbers, and CA numbers, for 50 active Hybrid and CNG New Flyer low-floors buses included in this project.

The term of the proposed agreement shall be for a **one year term** commencing upon the date of the contract execution between the City and the successful Contractor.

A Pre-Proposal Meeting will be held on **Tuesday, July 11, 2023**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

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

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

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

Proposals must be received by **Thursday, August 10, 2023, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer

affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 15 th , 2023
Pre-Proposal Meeting	Tuesday	July 11 th , 2023
Deadline to Submit Questions	Thursday	July 20 th , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 27 th , 2023
Deadline to Submit Proposals	Thursday	August 10 th , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of August 21 st , 2022	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 37	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, August 10, 2022.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 20th, 2022**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.

- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Quote 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 if required to do by law.

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Contractor provide complete services

of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFPs.

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

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

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

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

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available. Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline

or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

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

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least five (5) years of related services experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	10 points
2	<u>Equipment/ Facility</u> Contractor must demonstrate that they possess all required equipment, personnel and the facility required to perform this contract. MBL reserves the right to inspect location of work to be performed, which must be in compliance with all current applicable laws to perform work identified in this project.	20 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing decals & design service projects of the same or similar magnitude. Presentation of a catalog of decal removal and installation experience and expertise most advantageous to the City.	15 points

4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action, consisting of a schedule, listing the first bus/pilot bus and include the remaining 49 buses to be prepared, painted and logos/decals applied. Schedule shall include number of day's per-vehicle and when it will be ready for inspection at contractor's facility, prior to delivery to MBL property. Plan of action shall include contact persons and schedule adherence, as well as invoicing process.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of \$250 per violation.

BOND REQUIREMENTS

Bid Guarantee

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

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

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

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

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

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.

5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT DESCRIPTION

The Request for Proposal, No. 23-11, seeks a Contractor to furnish all labor, tools, materials, and equipment needed to complete 50 transit buses that require decal removal and complete exterior preparation, primer, paint, and supply and install the approved design of the City's logos/decals for this project. The Contractor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Contractor's body shop unless otherwise agreed to in writing by the City. Compensation will be based on the price sheet proposed in the Contractor's bid form (see Exhibit D).

TECHNICAL SPECIFICATIONS

EXTERIOR REPAINT & NEW DECALS/LOGOS PROJECT

The Contractor must meet specifications referenced in this RFP. It is the Contractor's responsibility to ensure the proposed methodology to remove current logos and decals, and bus preparation for new primer and paint meets or exceeds the specifications for application of new City decals/logos and numbers. The Contractor may visit MBL to review buses and current MBL logos and decals to fully understand the scope of work and application of the City's new logo/decal design.

SCOPE

The City's bus repaint and installation of new decals/logos must be in compliance with commercial painting industry standard. The painting applied to vehicles must be dry and suitable to accept the new decals/logos printed on 3M product. MBL new logos/decals are all designed by **789, Inc.**, and will require skilled applicators to install on the transit buses. Buses are similar in design with minor curves at the front of each bus and vents in the rear. It shall be the Contractor's responsibility to ensure that the decal installation match the current design as they have been applied at the front and rear of the City's buses.

Contractor shall receive one-(1) bus as a pilot bus that will receive all aspects of the work identified in this Scope of Work. The pilot bus and remaining fleet will be inspected by MBL Project Manager at the Contractor's facility. Upon acceptance of the Pilot bus, MBL will reserve four buses, and one of the four will always be in the inspection and approval phase. While the third bus is being accepted, the Contractor will be given the fourth bus.

Final acceptance of vehicle will happen upon Contractor delivering completed vehicle to MBL. MBL Project Manager must sign off that the vehicle conforms to all approved work and vehicle has arrived and ready for service.

EXTERIOR PREP AND PAINT

The project will consist of 50 Hybrid and CNG Low-floor buses:

The Contractor is responsible to prepare each bus to accept the primer and paint as required by the manufacture of the primer and paint product, and to ensure the City is protected under the warranty of the paint manufacture. The application of the new primer and paint will require the removal of current decals and pressure washing/cleaning of bus exterior. Areas to be primed and painted consist of current painted sections that include roof/caps, sides, and front and back as well as sections below the windows of the vehicles identified. The paint color must match the current paint applied to the buses and must meet the following standards:

INITIAL INSPECTION OF VEHICLE

The vehicle must be inspected, and digital pictures taken of each vehicle included in this contract prior to any work being performed and saved to a digital file for review by MBL and Contractor. Digital pictures must be made available to MBL upon request regarding contract or workmanship and or damage prior to doing any work on the City bus.

ASSESSMENT OF WORK

The removal of decals will reveal the condition of the paint below, and Contractor must determine if the paint can be buffed on the City's buses and remove all appearance of old decals. MBL will consider painting from the windows down on the buses based on assessment after the decals have been removed. The application of the decals, once the body of the bus has been cleaned and washed must cover all fading paint from the windows up to the rain gutter, and there for from the rain gutter up, the bus may be able to be buffed and or may need a new application of paint. This will be determined during the assessment of the bus.

EXTERIOR DAMAGE

The exterior of the vehicle is to be inspected for damage; pictures taken to confirm damage was present at time of assessment. All major bodywork will be noted and submitted to the MBL designated project manager for approval as extra work. Damage is to be repaired using materials and workmanship conforming to the best practices known in the transit industry. Functionally damaged, cracked or corroded panels are to be replaced with new parts. Scratched, dented, faded panels or minor cracks of less than a nickel thickness, shall be considered normal wear, and included in the cost of the rehab. Major body work shall be considered broken or severely cracked panels. The completed results of repairs/paint work must give the vehicle exterior the appearance of a new vehicle.

FRONT AND REAR BUMPERS

Bumpers are to be removed from the vehicle, rubber modules are to be cleaned appropriately removing all oils or debris and painted black, using only approved rubber/primer paint to prevent chipping or peeling and reinstalled with new hardware. The Contractor is to quote City of Montebello Bus Lines all rubber

bumper modules that are found to be torn or otherwise defective and un-repairable. Contractor (s) must use MBL's vendors for purchasing parts if price is lower than contractors provided estimate.

FENDERS AND SKIRT PANELS

Rubber fender flares are to be cleaned, painted and reinstalled. Excessively warped or broken flares are to be replaced. If fender flare replacement becomes necessary they are to be replaced as sets of four. Hinges prop rod, and latches on battery compartment door and skirt panels are to be replaced as needed.

Parts and Supplies

Defective body panels, or other parts such as hinges, prop rods, bumpers, bicycle racks must be estimated and approved for replacement by MBL project manager. MBL will provide for replacement excessively faded taillights, and or headlights.

Contractor will be given the opportunity to provide the parts, if the Contractor can provide a better price for like parts, and/or provide the part faster than MBL can obtain, if needed to complete the vehicle within the established time constraints.

EXTERIOR SIDES, FRONT, REAR AND ROOF

After the assessment is done and sections of the bus have been identified to be painted of the exterior. The exterior shall be pressure washed, prepared and primed and painted to provide a new appearance to the vehicle and must include the following process:

- a. Filler strips on rub rails are to be replaced.
- b. Exterior mirrors shall be replaced, with the exact same B&R mirrors with turn signal built into mirror, and include new arm, spacer and plug at the spacer, in addition to a new heavy duty mirror switch.
- c. Prep work to include but not limited to removing all exterior lights, fender flares, etc.
- d. All decals are to be removed and the body properly cleaned and or sanded and prepped before paint. Minor dings and scratches will be included in the base bid price.
- e. All major bodywork will be noted and submitted to the project manager for approval as extra work. All bodywork is to be done to current ISO9000 industry standards. Once the bus is properly prepared, the City's bus must be painted in Northstar base coat clear coat system (see the following Paint Procedure and Specification).
- f. The Contractor will be responsible for installing all decals including vehicle roof, side front and interior and CA numbers. Decals installed improperly, for example: misalignment, bubbles, excessive overlapping must be replaced at Contractor's expense.

Note: At no time is the Contractor to paint around lights, glazing/rubber, window frames, latches etc. Taping around any accessory, part window molding or decal is unacceptable. Contractor will be required to adhere to this, and if caught painting around any identified items must be repainted at the Contractor's Expense.

PAINT PROCEDURE AND SPECIFICATION

The following Paint Procedure must be followed:

- a. Surface Preparation- All surfaces must be thoroughly power washed and degreased prior to primer and paint application and dry to meet 3M decal application. All bodywork and repairs must be cleaned, sanded, and allowed to fully cure. Use Northstar S10 Cleanwipe as a final wipe.
- b. Primer Preparation- All surfaces must be dried with compressed air. Compressed air must have a relative humidity of 30% or less. Bus shall be primed within 24 hours of surface preparation.
- c. Primer- Surface to be primed with Northstar Coatings, division of Lusid Technologies, Inc., EP210-series Epoxy Primer. The EP210 will be applied in two coats to a dry film thickness (DFT) of 2.0 – 2.5 mils.
- d. Body White – Allow Northstar Epoxy Primer to cure for a minimum of 90 minutes at 77 degrees
- e. Northstar Epoxy Primer must be top coated before 48 hours. If Northstar Epoxy Primer is allowed to cure in excess of 48 hours, primed surface must be scuff sanded prior to topcoat or basecoat application. Apply Northstar 990-WB9791 Z-1 Oxford Bright White Basecoat to body and roof surfaces. (See Bus layout)
- f. Clear Coat- Apply Northstar MS210 Clear to areas painted Northstar Z-1 Oxford Bright White in should be applied in two (2) coats to a DFT of 2.0-2.5 mils. Allow MS210 to cure for 24 hours at 77 degrees F prior to decal application.
- g. Tape Removal- All tape must be removed carefully and quickly from fully Basecoated Bus. Inspect all areas for any dirt, dust or other contamination prior to application of Clear.

VOC Rules- All products and application requirements must be in compliant with SCAQMD Rules 1151, 1107, and 1171.

DECALS/LOGOS REQUIRED

The project will consist of 50 Hybrid and CNG Low-floor buses:

The Contractor must provide new approved materials and inks that will be used for the City's decals/logos. The new decals/logos must not be applied until the paint has cured. Paint must be thoroughly cleaned to accept new product, and if there are any issues arising from the improperly applying or cutting or attempting to install decals inappropriately, Contractor must correct the issues and will be burdened with the additional cost of replacing the decal and paint damage as a result of replacing the damaged product.

The type of material used to produce the new Artwork/Decals is as follows:

- Production Specs:

Digital print on 3M 180C-10 White Vinyl with 3M 8518 Lamination and 3M Window Perf w/ 3M 8914 Lamination, Kiss Cut, Weed, and 3M SCPM-44X Premask. 3M 180C Series Vinyl must be used for Roof, Interior, Exterior, & CA Numbers.

Roof Numbers, Interior and Exterior Numbers and CA numbers

- Roof numbers, interior and exterior and CA numbers will be required for all MBL's 50 New Flyer low-floor buses. The Contractor must bid appropriately.

Product specifications for the material to be used for interior and exterior numbers including CA, must be 3M 180C Series Vinyl must be used for Roof, Interior, Exterior, & CA Numbers.

CLEANING OF BUS

Buses that are ready for final review and acceptance must be detailed and ready for delivery. The purpose is to ensure all dust, tape; overspray and debris do not hide potential concerns.

Detail must include interior: ceiling to floor, stations, seating, side panels, wheelchair parked and deployed, vents windows (graffiti guard removed and put back). Exterior cleaning includes: engine compartment, removal of all dirt, debris and dust, cleaning of vents and polishing exterior of wheels front and rear, opening roof-caps and blowing out all debris and hosing off tanks. Most of the exterior cleaning should have already been completed prior to painting.

Buses delivered to MBL after acceptance that have not been detailed and or approved for delivery, MBL reserves the option of detailing any and or all buses and subtract associated labor and material from the final invoice of vehicles identified if the Contractor declines to rectify the issue within 24 hours of notification. Labor and material for each bus that failed inspection as stated above in the amount of \$250.00 per-bus/incident, will be subtracted from the final invoice of each vehicle that failed to meet MBL's standards.

PICKUP AND DELIVERY OF VEHICLES

- Contractor must provide a DOT certified driver(s) with insurance that will pick-up and return the vehicles to designated location(s).
- The City's buses will be picked up and returned to 400 So. Taylor Ave. Montebello, CA 90640. Between the hours of 8:00 – 5:30 pm. Mon-Fri. Contractor's driver(s) must not leave until the vehicle is signed off by MBL Maintenance Supervisor. The driver is to bring with them a QA sheet that identifies all inspection points. There must be a QA sheet at time of pick-up of City bus and drop-off of vehicle.
- The Contractor must provide his/her driver transportation.

CODES AND STANDARDS

All work and materials used in this project must be in accordance with the requirements of all applicable local codes; ordinances, rules and regulations of all authorities who have jurisdiction to include AQMD, EPA and DOT.

WARRANTY AND SERVICE

The Contractor will provide warranty on workmanship from time of acceptance and clearly noted on cost sheet. Warranty on paint must cover fading, blistering, peeling in the areas that contractor performed work, and documented, for a period of five-(5) years.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2023, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide reliable and effective Exterior Bus Graphics Decal Replacement and Repainting Services ("Project"); and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated June 15, 2023 (RFP No. [23-11]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

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

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

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 2. TERM.

This Agreement shall commence on, 2023 , and shall be valid until.....,2024, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

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

- A. RFP No. 23-11;
- B. Proposer's [DATE] Proposal for Exterior Bus Graphics Decal Replacement and Repainting Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

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

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

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

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

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

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

SECTION 5. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor.

Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers,

officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction 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 22. NOTICE.

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

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

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO**CONTRACTOR**

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 23-11

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

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

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 23-11, Exterior Bus Graphics Decal Replacement and Repainting Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 23-11 **Exterior Bus Graphics Decal Replacement and Repainting Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

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

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

"Indemnitor"

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

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

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

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

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 23-11****EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Item #	Description	Per Bus Price	Total Price
1	Labor – Remove Existing Decals/Logos	\$	\$
2	Labor – Body/Dent Repair	\$	\$
3	Labor – Painting	\$	\$
4	Labor – Install New Decals/Logos	\$	\$
5	OEM Materials– 3M Manufactured	\$	\$
6	Paint Materials Rate	\$	\$
GRAND TOTAL			\$

List other costs/fees:**Description**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

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

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

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

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

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

Part II

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

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

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

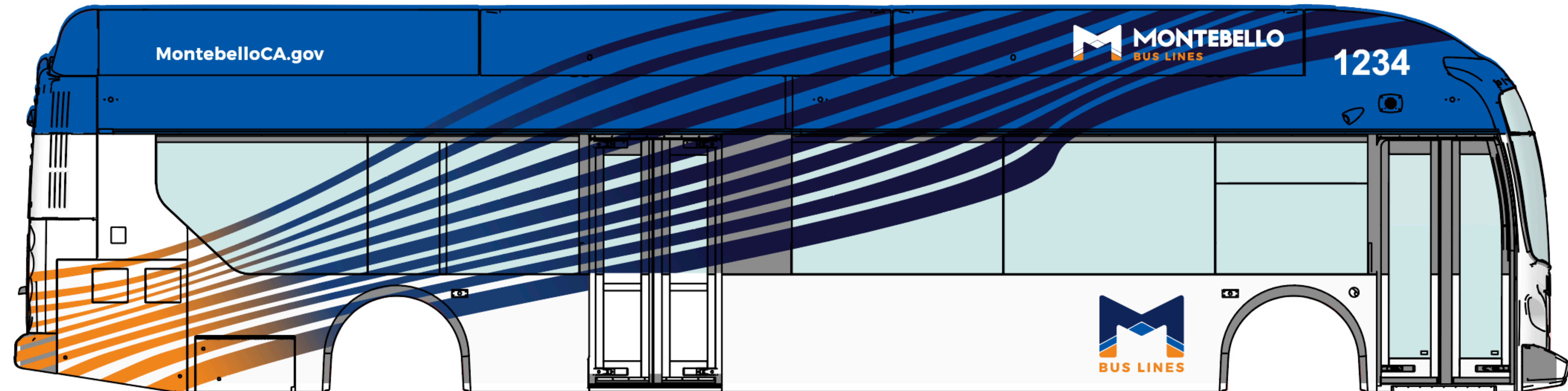
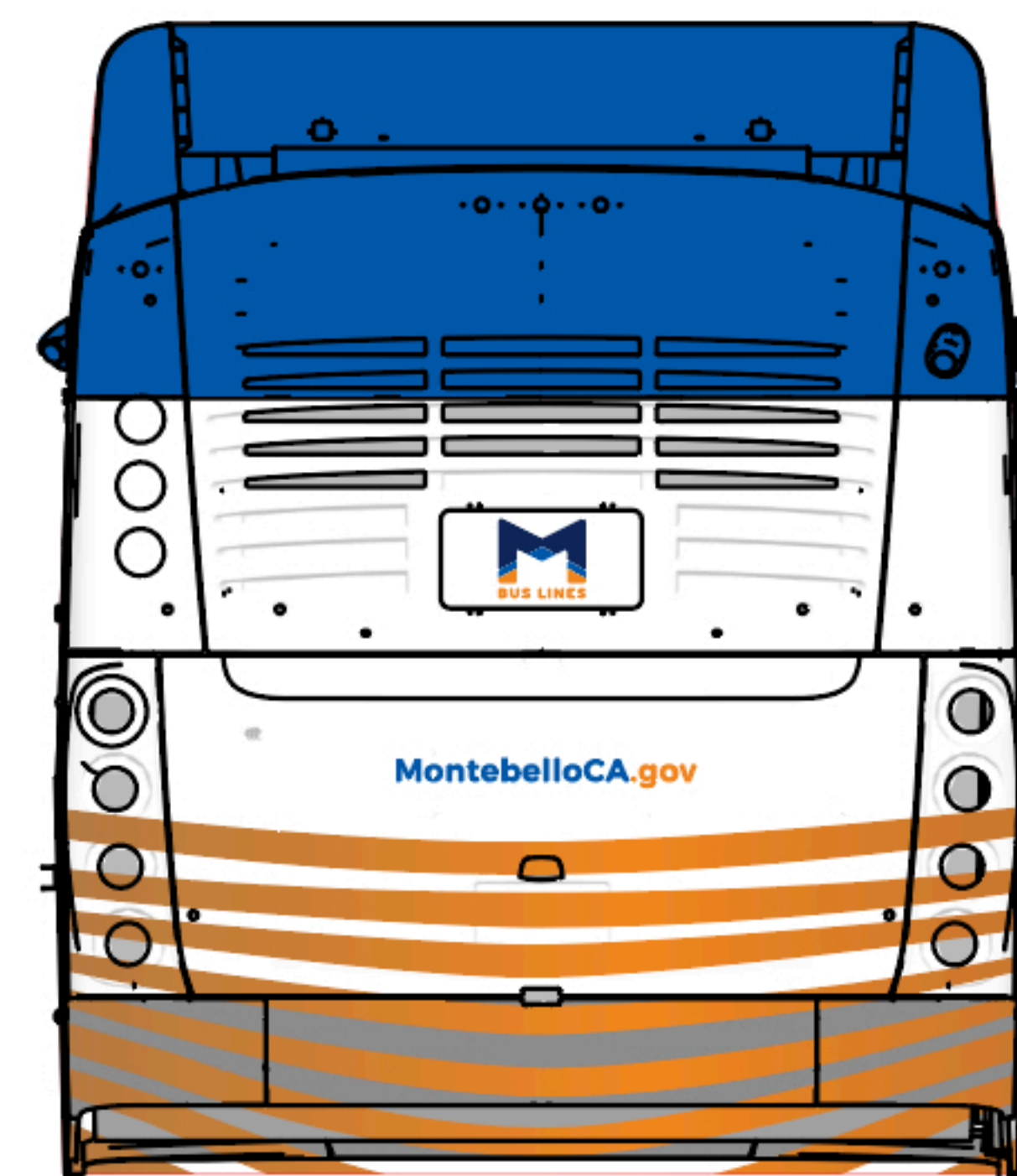
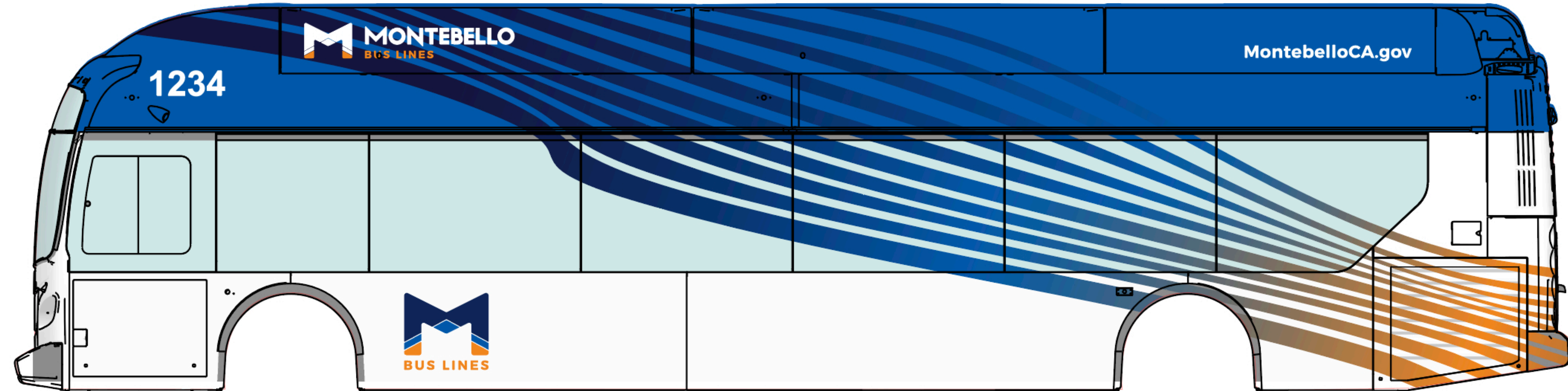
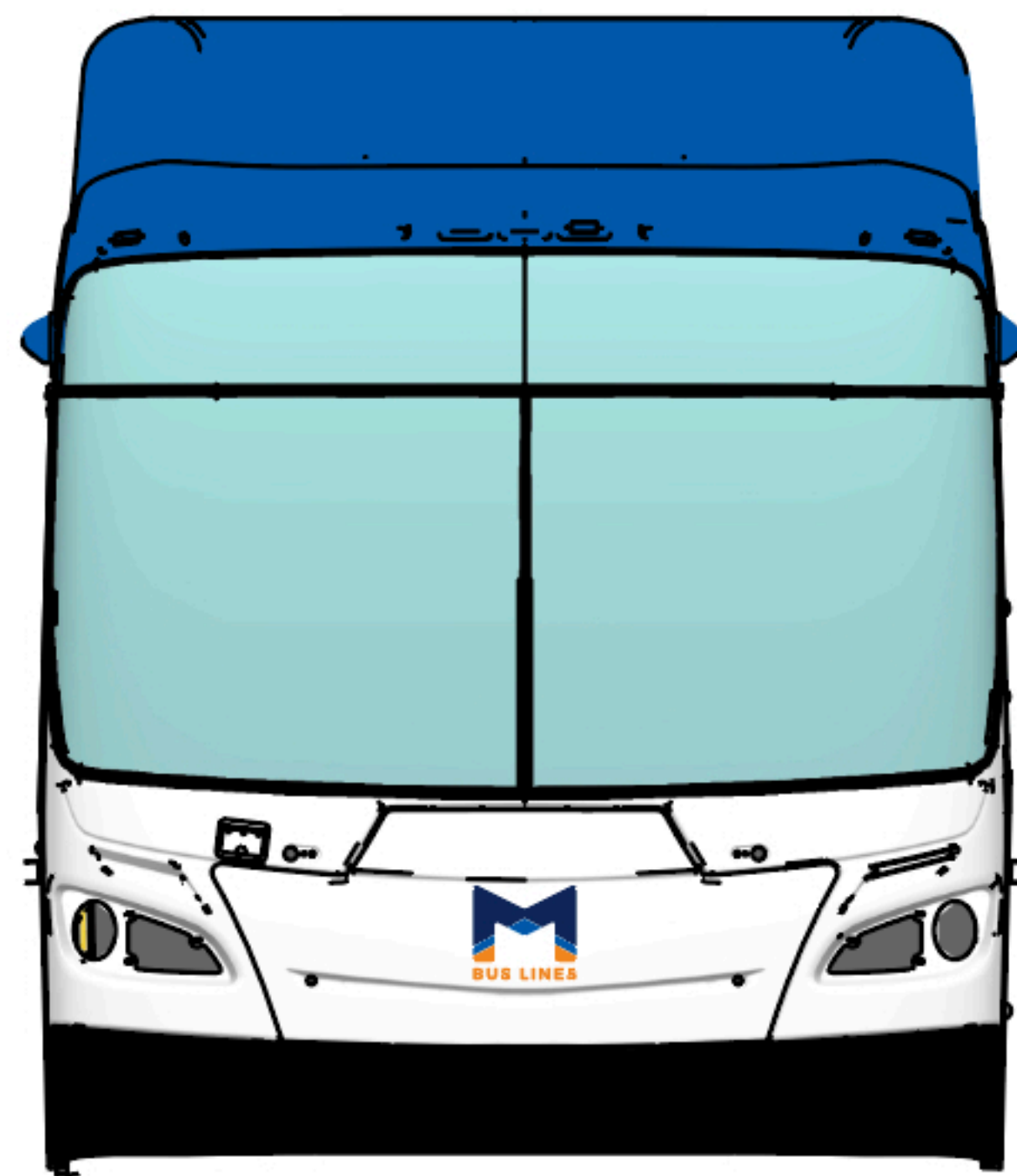
To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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Letter of introduction

I am writing to introduce you to A&A Fleet Painting, Inc. and The Paint Department, a business that specializes in painting, welding, collision repair, and fabrication. With over 30 years of experience in the industry, we have become a trusted name in the Chino, California area for providing high-quality repair services to our customers.

At A&A Fleet Painting, Inc. and The Paint Department, we understand the concern that comes with downtime. Our mission is to complete any job with the quality you expect as fast and efficiently as possible, to ensure that you can get back to business. We have a large facility with three paint booths, 13 painters, 11 painter helpers, 6 bodymen, 6 welders, 2 mechanics, 3 class A drivers, and 5 estimators to help us achieve this mission.

In addition to our extensive capabilities, we have been validating paint warranty claims for Sikkens since 1991 and are also experts in Axalta. This dual expertise allows us to offer a range of services, including heavy-duty and automotive collision repair, structural frame repair and welding, custom paint, custom metal fabrication, fiberglass mold fabrication, fiberglass repair, vinyl decal installation, upholstery, and electrical/mechanical troubleshooting and repair.

We are proud to offer our customers quality service and complete any job as fast and efficiently as possible to minimize downtime and reduce costs for our customers. We would welcome the opportunity to work with you and show you why we are the go-to choice for collision repair and fabrication services in the Chino area.

Thank you for your time and consideration, and we look forward to hearing from you soon.

Sincerely,

Cristian Barajas
A&A Fleet Painting, Inc.

Title Page:

REQUEST FOR PROPOSALS (RFP)

Exterior Bus Graphics Decal Replacement and Repainting Services RFP No. 23-11

Issued by: A and A Fleet Painting Inc

Date of Issue: August 9, 2023

Written by: Cristian Barajas

Approved by: Abel Bautista

Proposal Submission Deadline: August 10, 2023

Business Name: A and A Fleet Painting Inc

Business Address: 13565 12th Street, Chino, CA 91710

Business Website: <http://www.aafleetpaintinginc.com>

Description of Business: A and A Fleet Painting Inc is a premier provider of fleet painting, welding, collision repair, and fabrication services with over 30 years of experience in the industry. Our facility is equipped with three paint booths and staffed by 13 painters, 11 painter helpers, 6 bodymen, 6 welders, 2 mechanics, 3 class A drivers, and 5 estimators. We also offer a range of services, including heavy-duty and automotive collision repair, structural frame repair and welding, custom paint, custom metal fabrication, fiberglass mold fabrication, fiberglass repair, vinyl decal installation, upholstery, and electrical/mechanical troubleshooting and repair. Our mission is to provide our customers with high-quality repair services and complete any job as fast and efficiently as possible to minimize downtime and reduce costs for our customers.

Contact Information:

Name: Abel Bautista

Title: President

Phone: 562-254-0721

Email: A and A Fleet Painting Inc

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 - ii. Mission Statement
 - b. Employment Practices
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 - iv. Respiratory Protection Program
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 - a. Organizational Chart
 - b. Size of Project Team
 - c. Job Description
6. A and A Fleet Painting Approach to Accomplish Scope of Work
 - a. Description of Proposer's Approach
 - b. Work Plan or Description of Work
7. Other Information Required by RFP or Addenda

4. Company Profile

a. Company Overview

i. Firm History:

A and A Fleet Painting Inc was founded in April 2003 by Abel Bautista. Abel previously worked as a Manufacturing Representative for Sikkens where he audited manufacturing companies such as Bombardier, National Rv, Amtrak, Metrolink, Caltrans, and camper shell MFG. With his experience as a manufacturer rep, he understood the business of fleet accounts and fleet management, which led him to found A and A Fleet Painting Inc.

As a Manufacturing Representative, Abel's job involved auditing manufacturing companies that used Sikkens' paint products. His primary responsibility was to ensure that the proper painting procedures were followed to provide warranty work and to train the manufacturers regarding the correct application of paint product.

This involved visiting manufacturing sites and working with the staff to ensure that they were following the proper procedures for mixing and applying paint products, as well as ensuring that the correct equipment and protective gear were being used. Abel also provided training sessions to the staff on the proper use and application of the paint products, as well as troubleshooting issues that arose during the painting process.

Through his work with Sikkens, Abel gained valuable experience in fleet accounts and fleet management, which ultimately led him to found A and A Fleet Painting Inc.

The company started by painting units for companies such as Amtrak, Metrolink, Bombardier, and Caltrans. They did bodywork and painting, as well as fabricated any metal or fiberglass required. Over time, they expanded to painting and repairing buses for various fleet companies. In 2017, A and A Fleet Painting Inc moved its facility to Chino, California and acquired a 50, 60, and 80-foot booth, along with a 70,000 square-foot property to accommodate large units such as buses and trailers.

Today, A and A Fleet Painting Inc provides a range of services for industries such as transportation, municipal fleets, and industrial equipment. The company's clients include the City of Montebello, City of Claremont, Transdev, LA Metro, LA DOT, World Oil, Alstom, MV Transportation, Herzog, Empire Transportation, Anaheim Resort Transit, Progressive Rail, Sunline Transit Agency, Creative Bus Sales, and more.

ii. Mission Statement:

Our mission is to be the go-to provider for high-quality and efficient repair services for businesses. We understand the impact that downtime can have on your operations, and we are committed to minimizing this by completing every job with the utmost quality and speed. At our one-stop-shop, we provide a comprehensive range of services, covering all aspects of your unit's repair needs. Our team of highly trained professionals is dedicated to using only the highest quality parts and equipment, ensuring that every repair we perform meets industry standards. We pride ourselves on delivering excellent customer service, communicating with you throughout the repair process to ensure your needs are met. Our goal is to build long-term relationships with our customers by providing consistent, reliable service that exceeds expectations. Trust us to handle all your repair needs and get your unit back up and running in no time.

b. Employment Practices

iii. Policies and Procedures

I. Purpose

The purpose of these policies and procedures is to ensure the safe and efficient repair and maintenance of heavy-duty vehicles, as well as the safe and compliant operation of a paint shop for painting and finishing heavy-duty vehicles surfaces.

II. Scope

These policies and procedures apply to all employees and contractors involved in the repair and maintenance of heavy-duty vehicles and the operation of a paint shop for heavy-duty vehicle surfaces.

III. Heavy-Duty Vehicle Repair Policies and Procedures

A. Safety

1. All employees and contractors involved in heavy-duty vehicle repair and maintenance must receive safety training prior to performing any work.
2. Personal protective equipment (PPE), including eye protection, hearing protection, and respiratory protection, must be worn at all times when performing heavy-duty vehicle repair and maintenance.
3. Equipment and tools must be properly maintained and inspected prior to use to ensure safe operation.
4. All hazardous materials and waste must be properly labeled, stored, and disposed of in accordance with applicable regulations and best practices.
5. All accidents, incidents, and near misses must be reported immediately to the appropriate supervisor or safety officer.

B. Repair

1. Repair the damage. This can include replacing damaged parts with new ones, fabricating parts if they are metal, aluminum, or fiberglass, or repairing the damaged part.
2. Damaged metal parts may need to be replaced or repaired using welding or other fabrication techniques.
3. plastic or fiberglass parts may require specialized bonding agents or repair compounds.
4. In some cases, it may be necessary to completely replace the damaged part with a new one.
5. Carefully documented to ensure that all necessary repairs are completed and that the vehicle is restored to its pre-damage condition. This documentation can include photographs, written descriptions of the repairs, and any necessary measurements or specifications.

C. Surface Preparation

1. Prior to painting or other finishing processes, heavy-duty vehicle surfaces must be properly prepared using appropriate abrasives, sanding discs, and masking products in accordance with manufacturer guidelines.
2. All surfaces must be thoroughly cleaned and free of dirt, grease, and other contaminants prior to painting or other finishing processes

D. Painting and Finishing

1. All painting and finishing products must be stored, handled, and used in accordance with manufacturer guidelines and applicable regulations.
2. Appropriate personal protective equipment, including respiratory protection, must be worn during all painting and finishing processes.
3. Painting and finishing must be performed in a well-ventilated area, and all hazardous fumes and vapors must be properly contained and ventilated.
4. All painting and finishing must be performed in accordance with applicable regulations and best practices to ensure a high-quality, durable finish.

E. Decal Installation

1. All decals and logos must be applied to surfaces that have been adequately prepared and are free from any contaminants. Proper surface preparation ensures maximum adhesion and longevity of the decals/logos.
2. The decal/logo application area must be thoroughly cleaned using a suitable cleaning solution to remove any residual grease, wax, or other contaminants. This ensures proper adhesion and prevents any bubbling or peeling of the decals.

3. Decals and logos must be applied smoothly, without any creases or air bubbles. Using a squeegee or a similar tool, smooth out the decal/logo from the center outwards, ensuring no trapped air or wrinkles.
4. Ensure that the decals/logos are positioned correctly and straight. Take proper measurements if necessary, and use masking tape to mark the position before application.
5. Allow the decals/logos to set and adhere properly to the surface. Refrain from washing the vehicle or exposing it to direct sunlight for at least 24 hours after application.
6. Inspect the decals/logos for any imperfections or issues. If there are any issues arising from improperly applying or cutting, or if an attempt to install the decals inappropriately damages the paint, necessary corrective actions must be taken promptly.

IV. Paint Shop Policies and Procedures

A. Safety

1. All employees and contractors involved in the operation of a paint shop must receive safety training prior to performing any work.
2. Personal protective equipment (PPE), including eye protection, hearing protection, and respiratory protection, must be worn at all times when operating a paint shop.
3. All equipment and tools must be properly maintained and inspected prior to use to ensure safe operation.
4. All hazardous materials and waste must be properly labeled, stored, and disposed of in accordance with applicable regulations and best practices.
5. All accidents, incidents, and near misses must be reported immediately to the appropriate supervisor or safety officer.

B. Spray Guns and Equipment

1. All spray guns and other painting equipment must be properly maintained and inspected prior to use to ensure safe operation.
2. All spray guns and other painting equipment must be properly cleaned and maintained after use to ensure a high-quality, consistent finish.
3. All spray guns and other painting equipment must be properly calibrated and adjusted in accordance with manufacturer guidelines and best practices.

C. Respiratory Protection

1. All employees and contractors involved in the operation of a paint shop must wear appropriate respiratory protection during all painting and finishing processes.
2. Respirators must be properly fitted and maintained to ensure adequate protection.

D. Safety and Compliance

1. All applicable safety regulations and best practices must be followed during the operation of a paint shop.
2. All hazardous materials and waste must be properly labeled, stored, and disposed of in accordance with applicable regulations and best practices.
3. All employees and contractors involved in the operation of a paint shop must be trained in the proper use and handling of hazardous materials and waste.
4. All necessary permits and licenses must be obtained prior to the operation of a paint shop.
5. All required documentation and record keeping must be maintained in accordance with applicable regulations and best practices.
6. Our proposal confirms that we can acquire and uphold the insurance requirements specified in the contract documents. Should we be granted a contract based on this RFP, we commit to carrying the insurance without any reservations or exclusions.

V. Training and Record Keeping

- A. All employees and contractors involved in heavy-duty vehicle repair and maintenance and the operation of a paint shop must receive appropriate training prior to performing any work.
- B. Training must be provided on an ongoing basis to ensure compliance with applicable regulations and best practices.
- C. All training records and documentation must be maintained in accordance with applicable regulations and best practices.

VI. Compliance and Enforcement

- A. Compliance with these policies and procedures is mandatory for all employees and contractors involved in heavy-duty vehicle repair and maintenance and the operation of a paint shop.
- B. Violations of these policies and procedures may result in disciplinary action up to and including termination.
- C. All violations must be reported to the appropriate supervisor or safety officer.

VII. Revision History

- A. These policies and procedures are subject to revision and update as necessary to ensure compliance with applicable regulations and best practices.
- B. All revisions and updates must be documented and communicated to all affected employees and contractors.

iv. Respiratory Protection Program

JOB NAME: Painters

Policy Statement

The guidelines listed above are necessary to maintain a safe working environment at Fleet Painting, Inc. Failure to follow these policies and procedures could result in serious personal injury and disciplinary action, up to and including discharges. Any questions regarding this program should be directed to the Plant Manager.

Program Administrator

The company has designated Abel Bautista as the Program Administrator. He is knowledgeable in this program and will oversee its implementation. He shall conduct evaluations of the workplace as necessary to ensure that the provisions of the current written programs are being effectively implemented and that it continues to be effective.

Selection of Respirators

After due evaluation of the respiratory hazards in the workplace, it has been determined that NIOSH certified respirator U.S. Safety Model 100M00 should be used in this area.

Medical Evaluation

A medical evaluation to determine the employee's ability to use a respirator will be administered to all employees required to use a respirator in the workplace. The company will have a physician or a licensed health care professional (PLHCP) to perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire. The medical questionnaire and examinations shall be administered confidentially during normal working hours or at a time and place convenient to the employee.

The following information must be provided to the PLHCP before a recommendation concerning an employee's ability to use a respirator:

- The type and weight of the respirator to be used.
- The duration and frequency of respirator use.
- The expected physical work effort.
- Additional protective clothing and equipment to be worn.
- Temperature and humidity extremes that may be encountered.

The PLHCP shall provide the company and employee with a written recommendation regarding the employee's ability to use a respirator.

Additional medical evaluations shall be conducted upon changes in conditions and recommendations by the Program Administrator.

Fit Testing

Before an employee is required to use a respirator with a negative or positive pressure tight-fitting face piece, the employee must be fit tested with the same make, model, style, and size of respirator that will be used. The employee shall pass an appropriate qualitative fit test (QLFT) or quantitative fit test (ONFT) prior to initial use of the respirator and at least annually thereafter.

Additional fit tests must be conducted whenever conditions develop that could effect the respirator fit.

Use of Respirators

Employees with facial hair of any other condition, such as other personal protection equipment that interferes with the face-to-face piece seal or valve function shall not be permitted to use a respirator. All individuals who use a tight fitting respirator are to perform a user seal check to ensure that an adequate seal is achieved each time the respirator is put on. The respirator manufacturers recommended user seal check method shall be used.

When there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, the company shall reevaluate the situation. If the employee detects vapor or gas breakthrough, change in breathing resistance, or leakage of the face piece, they should vacate the work area and report the circumstances to their supervisor immediately. **No employee shall return to the work area until the condition has been reevaluated and the necessary corrections made.** This could mean replacing the filter, cartridge or canister element before allowing the employee to return to the work area. No one should remove a respirator in a hazardous environment.

Additional instructions will be given to any employee who is exposed to an Immediately Dangerous to Life or Health (IDLH) atmosphere.

Maintenance and Care of Respirators

The company shall provide each respirator user with a respirator that is clean, sanitary, and in good working order. All respirators will be cleaned, disinfected, and stored according to the manufacturers recommended procedures.

Respirators issued for the exclusive use of an employee shall be cleaned and disinfected as often as needed, but no less than weekly. Respirators issued to more than one employee shall be cleaned and disinfected before being worn by different individuals. Respirators maintained for emergency and fit testing shall be cleaned and disinfected after each use.

All respirators shall be inspected before each use and during cleaning in accordance with the manufacturer's recommendations.

Identification of Filters, Cartridges, Canisters

The company shall ensure that all filters, cartridges, and canisters used in the workplace are labeled and color coded with the NIOSH approval label and that the label is not removed and remains legible.

Training and Information

Before any employee uses a respirator in the workplace, they shall receive respiratory training, and annually thereafter. The training shall include the following:

1. Explanation of the company's respiratory program and the OSHA regulations;
2. The name of the program administrator and their responsibility;
3. Why the respirator is necessary and how improper fit, usage, and maintenance can compromise the protection of the respirator;
4. What the limitations and capabilities of the respirator are;
5. Explanation of the selection process;
6. How to put on, remove, use, inspect, and check the seal of the respirator;
7. How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
8. What the procedures are for maintenance and storage of the respirator;
9. How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators;
10. Fit testing.

Retraining shall occur when there are changes in the workplace, change in type of respirator, and when an employee demonstrates a lack of understanding or skill

All employees trained must be able to demonstrate their knowledge of the respiratory protection program.

Program Evaluation

The company shall conduct evaluations of the workplace to ensure that this written respiratory program is being properly and effectively implemented. The company shall regularly consult and identify any problems. Any problems that are identified during this assessment shall be corrected

Recordkeeping

The company shall establish and retain written information regarding medical evaluations, fit testing, and the respiratory program. Records of medical evaluations required must be retained and made available in accordance with 29 CFR 1910.1020. The fit testing record should include:

1. The name of the employee;
2. Type of fit test performed;
3. Specific make, model, style, and size of respirator tested;
4. Date of the test;
5. The pass/fail results.

Respirator User Training Record

Prior to using a respirator in the workplace, I received the following training and have demonstrated knowledge and understanding of the same.

Appendix C to 1910.134: OSHA Respirator Medical Evaluation Questionnaire
(Mandatory for all employees required to wear a respirator)

To the employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part 1, do not require a medical examination.

To the employee:

Can you read (*circle one*): Yes No?

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your

employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (*Mandatory*) Every employee must provide the following information who has been selected to use any type of respirator (*please print*)..

Today's Date: _____

Your Name: _____

Your Age (*to nearest year*):

Sex (*circle one*):

Height: _____

Weight: _____

Job Title: _____

Telephone number where you can be reached by the health care professional who reviews this questionnaire (*include Area Code*):

The best time to contact you at this number:

Has your employer told you how

1. Why the respirator is necessary and how improper fit, usage, or maintenance can* compromise the protective effect of the respirator;
2. What the limitations and capabilities of the respirators are;
3. How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
4. How to inspect, put on and remove, use and check the seals of the respirator;
5. What the procedures are for maintenance and storage of the respirator;
6. How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators;
7. The general requirements of the OSHA regulation 1910.134 and the company respiratory program;
8. Explanation of the selection process and fit testing,

Date: _____

Name: _____

Signature: _____

Social Security Number: _____

Type of Fit Testing: _____

Respirator Make: _____ Model: _____ Size: _____

Circle One: Pass Fail

Trainer's Signature: _____

Remarks:

V. HOUSEKEEPING PLAN

Policy: **A and A Fleet Painting Inc** will maintain clean, orderly, sanitary, and safe work areas, materials, and equipment, and eliminate or control employee exposure to hazardous conditions.

PROGRAM ADMINISTRATION

Function	Name/Department	Phone
Plan Administrator	Abel Bautista	(562)254-0721
Supervisor	Elmar Mejia	

Plan Administrator. The Plan Administrator will:

- Implement the housekeeping program.
- Enforce all safety policies and procedures in this Plan.

The Administrator may designate and authorize other personnel, including managers and supervisors, to implement the requirements of this Plan.

Designees (including Supervisors). Designees will:

- Continually conduct safety checks of work operations.
- Ensure that employees follow safety procedures and policies in the Plan.

Employees. All employees must:

- Follow the procedures of this Plan and the instructions of their supervisor.
- Report any unsafe or hazardous conditions or acts that may cause injury to either themselves or any other employees.
- Keep work areas uncluttered, orderly, sanitary, and free of other hazards that could result in personal injury or injury to others.

Plan Review and Update

This Plan will be reviewed annually by all supervisors and changed or updated as needed to ensure the program's effectiveness.

DEFINITIONS

Combustible dust means a combustible particulate solid that presents a fire or deflagration hazard when suspended in air or some other oxidizing medium over a range of concentrations, regardless of particle size or shape.

Deflagration means propagation of a combustion zone at a speed that is less than the speed of sound in the unreacted medium.

Explosion means the bursting or rupture of an enclosure or a container due to the development of internal pressure from deflagration.

HAZARD ASSESSMENT

The Administrator will conduct a job hazard analysis (JHA) of *[insert work area]* for potential hazards. See the attached *Job Hazard Analysis Worksheet* for more information.

From the JHA, the Administrator will develop hazard and exposure control measures to prevent injuries and illnesses to employees. Certain areas of the building will require different types of cleaning due to differences in the types of hazards. For example, areas requiring differential housekeeping attention include:

- Entryways and lobbies
- Bathrooms
- Hallways and corridors
- Kitchen and cafeteria
- Offices
- Warehouse

JHA Revision

The JHA will be revised or updated whenever new equipment or work processes are introduced to work areas or when reviews of accident records and reevaluation of selected personal protective equipment (PPE) and/or engineering controls warrant such revision.

HOUSEKEEPING AREAS—SAFE WORK PRACTICES

Supervisors and workers will implement the following safe work practices for housekeeping in all areas of the facility.

All Working Surfaces

- Keep all walking and working surfaces clean, sanitary, and orderly.
- Keep work surfaces dry.
- Clean up small spills immediately; report large spills to a supervisor.
- Ensure that all walking and working surfaces and passageways are free from protruding nails, splinters, holes, or loose boards.

Floors

- Provide warning signs for wet floor areas.
- Clean up small spills immediately; report large spills to a supervisor.
- Use no-skid waxes and surfaces coated with grit to create nonslip surfaces in slippery areas such as toilet and shower areas.
- Immediately clean up all spilled hazardous materials or liquids according to hazardous material spill response procedures.
- Immediately repair, cover, or otherwise make safe any holes in the floor or other walking surface.
- Re-lay or stretch carpets that bulge or have become bunched to prevent tripping hazards.

- Promptly remove combustible scrap, debris, and waste, and discard them according to the waste disposal procedures.
- Keep toilets and washing facilities clean and sanitary.
- Eliminate uneven floor surfaces.

Wet Floors

- Where wet processes are used, ensure that drainage channels are kept clear and that dry standing places such as mats are provided.
- Use waterproof footwear to decrease slip and fall hazards in areas that are frequently wet.
- Restrict or control access to wet floors or cover them with nonslip materials.

Aisles and Passageways

- Keep aisles and passageways clear and marked as appropriate.
- Tape or otherwise anchor to the floor temporary electrical cords that cross aisles.
- Clean only one side of a passageway at a time.
- Ensure there is safe clearance for walking in aisles where motorized or mechanical handling equipment is operating.
- Store materials or equipment in such a way that sharp projections will not interfere with or protrude into aisles or passageways.
- Clean up small spills immediately, and report large spills to a supervisor.
- Arrange aisles or walkways that pass near moving or operating machinery, welding operations, or similar operations so that employees will not be subjected to potential hazards.

Elevated Surfaces

- Pile, stack, or rack material on elevated surfaces in a manner that will prevent the material from tipping, falling, collapsing, rolling, or spreading.
- Use dock boards or bridge plates when transferring materials between docks and trucks or railcars.

Entryways and Exits

All entryways and exits will be kept clean, dry, and clear of all obstructions. Follow the housekeeping requirements in the *Fire Exits* section of this Plan.

Stairs

All stairways will be kept clean, dry, and free of debris.

No accumulation of any material will be allowed on stairs or in stairways or stairwells.

Lighting

Ensure that all halls and stairwells are well lighted to help reduce accidents and promote security. Replace lightbulbs and/or fixtures as necessary to maintain adequate lighting at all times.

FIRE AND EXPLOSION PREVENTION

Flammable and combustible materials and residues will be controlled so that they do not cause or contribute to a fire emergency.

Maintenance of Ignition Sources

Equipment and systems installed on heat- or ignition-producing equipment and processes will be maintained to prevent the accidental ignition of flammable and combustible materials.

Dry Combustibles

Keep combustibles such as paper, cardboard, wooden pallets, or rags in designated locations away from ignition sources. The accumulation of such material provides a place for a fire to start and spread quickly.

Extension Cords

- Electric extension cords will be inspected before each use and kept in good condition.
- Employees will not yank cords from electrical outlets.
- Tools and equipment that require grounding will be of the three-wire grounded-connection type.
- Never use extension cords to replace permanent wiring.
- If an extension cord is used for temporary wiring, it must be listed by Underwriters Laboratories or another recognized testing laboratory.
- Avoid kinking or excessive bending of the cord; broken strands may pierce the insulated covering and become a shock or short-circuit hazard.

Flammable and Combustible Liquid Storage

General Safe Work Practices

- No open flames, smoking, sparks, or welding will be allowed in storage areas with flammable liquids.
- Electrical equipment must be explosion-proof if flammable or combustible liquid will be stored near such equipment.
- Keep flammable and combustible liquids away from direct sunlight and stored in a cool, dry place.
- The storage area must be well ventilated to prevent vapors from building up; the vents should be from floor to ceiling.
- Store oxidizers and other incompatible materials away from flammable and combustible liquids to prevent a dangerous reaction.
- Use secondary containment methods to make sure any spills are contained.
- Return flammable and combustible liquids to their storage location immediately after use.

Containers

Store flammable and combustible liquids in approved fire-resistant containers with self-closing lids. Ensure that such containers are grounded and bonded during any transfer of flammable or

combustible liquids between containers. These containers prevent sparks and other ignition sources from igniting the liquids stored in them. Keep the containers closed when not in use.

Used rags. Put rags soaked with flammable or combustible liquids in approved, closed containers. The containers must be kept closed to prevent vapor buildup.

Reactive Materials

Do not store reactive materials near one another. Reactive materials, when mixed, often create an exothermic reaction, which produces heat and could cause these materials to spontaneously combust.

Electrical and Hot Equipment

- Keep combustible materials, dust, and grease away from electrical equipment and hot machinery.
- Maintain a clear access to electrical panels at all times so that they can be opened quickly in case of an emergency that requires the power to a machine or the building to be shut down.

Fire Exits

- Always keep evacuation routes clear.
- Don't store boxes or other items in aisles, hallways, or stairwells that lead to emergency exits.
- Ensure that exit doors are kept clear on both sides so that they can be easily opened in an emergency.

Fire Extinguishers

- Fire extinguishers will not be used as hangers for coats, air hoses, electrical cords, or anything else.
- Access to extinguishers will be kept clear at all times.
- Extinguishers will always be kept visible. They will not be blocked by stacks of boxes, forklifts, or other items.

Combustible Dust

Combustible dusts that accumulate on surfaces can cause a deflagration, other fires, or an explosion. Combustible dusts are often either organic or metal dusts that are finely ground into very small particles, fibers, fines, chips, chunks, flakes, or a small mixture of these. These dusts include, but are not limited to:

- Metal dust, such as aluminum and magnesium
- Wood dust
- Coal and other carbon dusts
- Plastic dust and additives
- Biosolids
- Other organic dust, such as sugar, flour, paper, soap, and dried blood

- Certain textile materials

Criteria for Dust Cleanup

Immediate cleaning and collection of accumulated combustible dust is warranted whenever a layer of combustible dust 1/32-inch thickness (i.e., approximately the thickness of a typical paper clip) accumulates over a surface area of at least 5 percent of the floor area of the facility or any given room.

The 5 percent factor will not be used if the floor area exceeds 20,000 square feet (sq ft), in which case a 1,000 sq ft layer of dust is the upper limit. Accumulations on overhead beams, joists, ducts, the tops of equipment, and other surfaces should be included when determining the dust coverage area. Vertical surfaces will be included if the dust is adhering to them. Likely areas of dust accumulations within a plant are:

- Structural members
- Conduit and pipe racks
- Cable trays
- Floors
- Above the ceiling
- On and around equipment (leaks around dust collectors and ductwork)

Procedures for Dust Cleanup

Routinely remove accumulations of combustible dust from elevated surfaces, including the overhead structure of buildings. Accumulations will be removed and collected in dust collectors.

Hot Work Near Dust Collection Points

The Administrator or designee will ensure that approved hot work permits are issued for any hot work in areas where hazardous levels of dust accumulations may occur. In addition, anyone who performs combustible dust collection operations near hot work on and around collection points and ductwork must receive written approval to perform such work from the issuer of the hot work permit. Dust collection operations will not be conducted while hot work operations are in progress. S

WASTE RECYCLING AND DISPOSAL

The Administrator or designee will ensure that the following waste recycling and disposal procedures are implemented in all work areas where such waste is generated:

- Scrap materials will be collected and sorted weekly for recycling or disposal.
- Scrap containers will be placed near areas where the waste is produced to encourage orderly waste recycling or disposal.
- All waste receptacles will be clearly labeled (e.g., recyclable glass, plastic, metal, toxic, flammable).
- All waste containers will be emptied monthly.

- Covered metal waste cans will be provided for oily or paint-soaked waste.

HAZARDOUS CHEMICAL SPILL CONTROL

The Administrator or designee will implement procedures for the cleanup of large and small hazardous chemical spills at the facility. Large spills will be managed according to the facility's

Spill Prevention Safety Plan.

Spill Prevention

Regularly cleaning and maintaining machines and equipment are ways to do this. Others are to use drip pans and guards where possible spills might occur.

Small Spills

The following procedure will be followed by all employees when a small chemical spill less than *1 cup* has occurred:

1. Notify Sebastian Garibay.
2. If toxic fumes are present, secure the area (with caution tape or cones) to prevent other personnel from entering.
3. Deal with the spill in accordance with the instructions described in the safety data sheet (SDS).
4. Small spills must be handled in a safe manner while wearing the proper PPE.
5. Use absorbent material to wipe up greasy, oily, or other liquid spills.
6. Absorbents must be disposed of properly and safely.

ELECTRICAL PARTS AND EQUIPMENT

Employees will not perform housekeeping duties near live electrical parts where there is a possibility of contact, unless adequate safeguards such as insulating equipment or barriers are provided. See the **Electrical Safety Plan** for information about safe work distances and other electrical hazard control procedures.

Electrical equipment will be kept free of dust, debris, and grease.

Cleaning Materials

Electrically conductive cleaning materials, including conductive solids such as steel wool, metalized cloth, and silicon carbide, as well as conductive liquid solutions, will not be used near energized parts unless written procedures authorized by the Administrator or designee that will prevent electrical contact are followed.

GENERAL STORAGE

The Administrator or designee will ensure that the following general material storage procedures are implemented:

- Store or stack materials to allow a clear space of 3 feet or more under water sprinkler heads.
- Stack cartons and drums on a firm foundation and cross-tie them where necessary to reduce the chance of their movement.
- Do not allow stored materials to obstruct aisles, stairs, exits, fire equipment, emergency eyewash fountains, emergency showers, or first aid stations.
- All storage areas will be clearly marked.

MACHINES AND TOOLS

Machines

- Keep the area around machines clear of combustibles, slip and trip hazards, or any other debris.
- Inspect machines before use.
- Ensure that all guards are in place and operating properly.
- Follow lockout/tagout procedures when servicing or repairing a machine.
- When done using the machine, put away tools and clean up both the machine and the work area.

Hand and Power Tools

- Store blades and sharp tools carefully so that they do not create a hazard when not in use.
- Store new blades for band saws, circular saws, or utility knives in labeled boxes so someone doesn't accidentally stick his or her hands inside and get cut.
- When it's time to discard an old blade, cover the sharp edge with tape or cardboard and discard the blade directly into a metal trash container or Dumpster.
- Keep blades on utility knives sheathed or retracted when not in use.

PPE

The Administrator or designee will ensure the appropriate PPE is provided to and worn by employees performing housekeeping activities and that the PPE is in good condition.

PPE will not be used as a substitute for engineering, safe work practice, or administrative controls for preventing exposure to recognized physical or chemical hazards.

PPE for housekeeping operations include:

- Eye protection
- Gloves
- Proper shoes
- Dust masks

- Other items such as protective clothing, respirators, and hearing protection, depending on the hazards

Employees involved in housekeeping activities will implement the following PPE use and care procedures:

- Inspect PPE before each use, checking for signs of wear or damage.
- Keep PPE clean.
- Store PPE properly according to instructions on labels or received during training to prevent damage or contamination from dirt or chemicals.
- Replace PPE when it is worn out, damaged, or no longer provides the protection that is required.

When performing housekeeping tasks, employees will select the right equipment for the job, including the right PPE. Employees must consult with a supervisor concerning appropriate PPE when starting a new job or housekeeping task.

INSPECTIONS

Programs related to housekeeping will be regularly monitored to ensure a high standard of sanitation and safety in all work areas, as well as to identify deficiencies. The Administrator or designee(s) will conduct regular inspections of work areas to monitor hazards and ensure that housekeeping safe work practices are implemented.

The Administrator or designee(s) will develop housekeeping inspection schedules and checklists for each work area with specific hazards or work processes that differ from those found in the facility as a whole.

Frequency of Inspections

The frequency of inspections for each work area will be determined by identification of hazards and hazard control recommendations from hazard assessments, deficiencies identified in previous inspections, frequency of changes in work processes, and any other factors that may affect compliance with housekeeping requirements and policies.

At a minimum, inspections of all work areas will be conducted *monthly*. Surprise inspections may be conducted at any time.

Inspection Documentation

Copies of inspection checklists or reports will be kept at 13563 12th Street Chino Ca 91710. Each report will be maintained for 3 years after the date of the inspection.

EMERGENCIES

The Administrator or designee will ensure that:

- All evacuation routes are clearly marked and unobstructed.
- Access to fire extinguishers and other emergency equipment is unobstructed.
- All emergency-related signs, placards, posters, notices, and markings are clearly visible and legible at all times.
- All used emergency and fire-fighting equipment is replaced.

Post-emergency cleanup operations will be conducted by personnel trained and authorized to perform specific cleanup tasks.

TRAINING

Sebastian Garibay will provide housekeeping training to all employees at the time of hire and as needed thereafter.

Supervisors will provide safety meetings or talks to employees as a group every *month* and to individual employees who fail to follow safe procedures.

Training Records

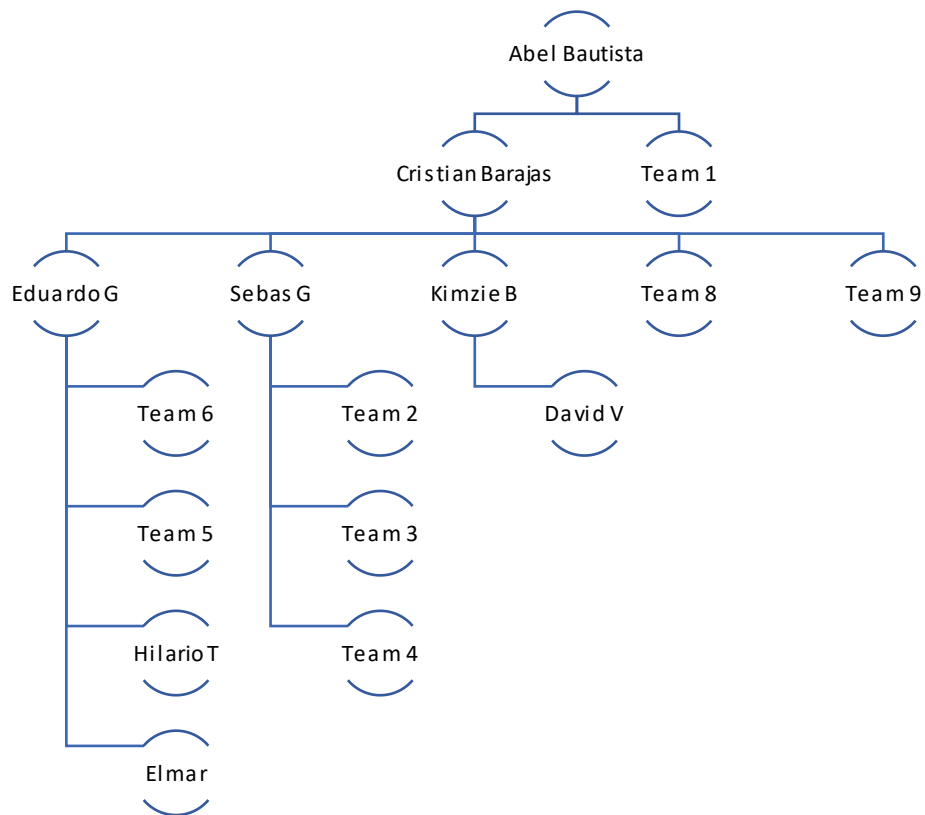
Training will be documented with employee sign-in sheets, date of training, and the training session agenda.

RECORDKEEPING

Copies of all hazard assessments and inspection checklists will be maintained at *13565 12th street Chino Ca 91710* for 3 years.

5. Project Team

a. Organizational Chart



President/Director of Operations: Abel Bautista

Office Manager/Quality Assurance Assistant: Cristian Barajas

Supervisor - Bodyman: Eduardo G

Office Administrator: Kimzie Bautista

Assistant to Office Administrator: David Valdez

Production Supervisor: David G

Quality Assurance Director: Abel Bautista

Estimators:

- Abel Bautista
- Sebastian G
- Cristian B
- David V

- Kimzie B
- Team 1:
 - Painter: Ernesto F
 - Painter Helpers:
 - Francisco H
 - Jofter B
 - Angel T
- Team 2:
 - Painter: Alfredo T
 - Painter Helpers:
 - Mirella G
 - Carlos H
 - Lorena V
- Team 3:
 - Painter: Sebastian G
 - Painter Helpers:
 - Danny V
 - Isidro V
 - Jesus V
- Team 4:
 - Painter: Javier J
 - Painter Helpers:
 - Kevin M
 - Jose Espino
 - Murillo Silvero
- Team 5:
 - Painter: Rudy O
 - Painter Helpers:
 - Roger M
 - Alex S
- Team 6:
 - Bodyman: Juan T
 - Painter Helpers:
 - Roberto A
 - Humberto G

Team 8:

- Carlos F (Welder)
- Rudy T (Welder)
- Ernesto T (Welder)
- Irwin G (Welder)
- William McGeorge (Welder)

Supervisor: Hugo C

Team 9:

- Louie D (Mechanic)

b. Size of Project Team

- Painters: 13
- Estimators: 5
- Mechanics: 2
- Painter Helpers: 11
- Bodyman Welders: 6
- Class A Drivers: 3
- Welders: 6

Total: 42

c. Job Description:

President/Director of Operations:

- Develop and implement the organization's strategic plans in alignment with its mission and objectives
- Oversee the organization's day-to-day operations and ensure its financial sustainability
- Develop and maintain relationships with key stakeholders such as customers, suppliers, and regulatory bodies
- Lead the organization's senior management team and foster a positive work culture that aligns with the organization's values
- Ensure that the organization complies with all applicable laws and regulations

Office Manager/Quality Assurance Assistant:

- Manage the day-to-day operations of the organization's administrative and quality assurance functions
- Develop and implement processes and procedures that promote efficient and effective workflow and compliance with quality standards
- Support the organization's senior management team in the development and implementation of policies and procedures
- Monitor and report on key quality indicators to senior management
- Manage relationships with external partners and vendors as required

Supervisor - Bodyman:

- Supervise the work of a team of body repair technicians and ensure that quality standards are met

- Develop and maintain relationships with customers to ensure their satisfaction with the work performed
- Schedule work and assign tasks to the body repair team based on their skills and experience
- Monitor and report on key performance indicators such as productivity, efficiency, and quality of work
- Ensure that all work performed complies with relevant safety regulations and standards

Office Administrator:

- Manage the day-to-day operations of the organization's administrative functions, financial administration, and human resources
- Develop and implement processes and procedures that promote efficient and effective workflow
- Maintain accurate financial records and prepare financial reports as required
- Manage relationships with external partners and vendors as required
- Support the senior management team in the development and implementation of policies and procedures

Assistant to Office Administrator:

- Provide administrative support to the Office Administrator as required
- Maintain accurate records of administrative and financial transactions
- Assist in the preparation of financial reports and other administrative tasks
- Manage relationships with external partners and vendors as required
- Provide support to other members of the organization's administrative team as required

Production Supervisor:

- Supervise the work of a team of production workers and ensure that quality standards are met
- Develop and maintain relationships with customers to ensure their satisfaction with the work performed
- Schedule work and assign tasks to the production team based on their skills and experience
- Monitor and report on key performance indicators such as productivity, efficiency, and quality of work
- Ensure that all work performed complies with relevant safety regulations and standards

Quality Assurance Director:

- Develop and implement quality assurance processes and procedures that promote efficient and effective workflow
- Ensure that all work performed meets relevant quality standards and regulatory requirements
- Monitor and report on key quality indicators to senior management and other stakeholders

- Develop and maintain relationships with customers to ensure their satisfaction with the work performed
- Provide leadership and guidance to the organization's quality assurance team

Estimators:

- Prepare estimates of the cost and time required to complete repair work or other services
- Use knowledge of repair techniques and industry standards to ensure that estimates are accurate
- Collaborate with the organization's senior management team and body repair technicians to ensure that estimates are feasible and meet customer expectations
- Monitor and report on key performance indicators such as the accuracy of estimates and customer satisfaction with the estimate process

Painter:

- Perform painting and related duties on a variety of vehicles and other equipment
- Follow safety procedures and ensure that all work performed complies with relevant safety regulations and standards
- Use knowledge of paint application techniques and industry standards to ensure that the finished product meets quality standards and customer expectations
- Maintain accurate records of invoices, work orders, and other related documents and ensure that they are properly stored and easily accessible.

Bodyman:

- Repair and restore damaged vehicles to their original condition
- Replace and repair damaged parts, sand, and paint as necessary
- Have a thorough understanding of auto body repair techniques
- Work independently or as part of a team

Welders:

- Weld and fabricate metal parts to repair or modify vehicles
- Read and interpret blueprints and work orders
- Have a strong understanding of welding techniques and metallurgy
- Operate various welding equipment, including MIG, TIG, and stick welders
- Perform routine maintenance on welding equipment

Class A Drivers:

- Safely operate a tractor-trailer combination or other large commercial vehicle to transport goods and materials
- Have a valid Class A commercial driver's license and a clean driving record
- Adhere to federal and state regulations regarding the transportation of hazardous materials
- Maintain accurate records of their driving time and vehicle maintenance
- Communicate effectively with dispatchers and other team members
- Perform routine maintenance on their vehicles.

A and A Fleet Painting Approach to Accomplish Scope of Work

Scope of Work: A and A Fleet Painting will provide repair and painting services for commercial vehicles, including trucks, trailers, buses, and vans. The services to be provided include but are not limited to:

1. **Surface preparation:** This includes sandblasting, power washing, and cleaning the surface to ensure proper adhesion of the paint.
2. **Repair:** A and A Fleet Painting will repair any damage to the vehicle's body, including dents, scratches, and rust. The company will use high-quality materials and techniques to ensure that the repairs are long-lasting
3. **Painting:** A and A Fleet Painting will use high-quality paint and apply it using a spray gun to ensure a smooth and even finish. The company will also ensure that the paint color matches the original color of the vehicle.
4. **Customization:** A and A Fleet Painting will provide customization services, for adding vinyl graphics designs, logos, and lettering to the vehicle to older style bus to match to as best as possible to New Design

Detailed Proposal:

1. A and A Fleet Painting Inc. will provide class A drivers with insurance to handle the pick-up and return of buses to 400 So. Taylor Ave. Montebello, CA 90640, between 8:00 – 5:30 pm from Monday to Friday.
2. A detailed estimate will be provided to the client, including the cost of materials, labor, and any additional services required. The estimate will also include a timeline for completion of the work.
3. Once the estimate is approved by the client, A and A Fleet Painting will begin the repair process
4. The first step will be to prepare the surface of the vehicle. This includes removing all decals and logos, sanding, power washing, to remove any dirt, grease, or debris. Then we will use special surface cleaner to remove grease prior to primer application

5. Next, any necessary repairs will be made to the vehicle's body. This may include fixing dents, scratches, rusted areas, or frame.
6. Bumpers will be detached, appropriately cleaned, and then painted black. If any rubber bumper modules are found defective and un-repairable, they will be quoted for replacement.
7. Rubber fender flares will be cleaned, painted, and reinstalled. Warped or broken flares will be replaced in sets of four. Necessary parts, such as hinges, prop rods, and latches, will be replaced as per requirement. Parts like exterior lights and fender flares will be removed for the painting process.
8. After the repairs are complete, the vehicle will be painted using a spray gun to ensure a smooth and even finish. The bus surfaces will be prepared using Northstar S10 Cleanwipe, primed using Northstar Coatings' EP210-series Epoxy Primer, and painted with Northstar 990-WB9791 Z-1 Oxford Bright White Basecoat. Clear coating will be done using Northstar MS210 Clear.
9. Once the paint has dried, any customization requested by the client will be added to the vehicle, such as graphics, logos, or lettering. A and A Fleet Painting Inc. will use approved materials and inks for the City's decals/logos. The decals will be digitally printed on 3M 180C-10 White Vinyl with the necessary lamination. The 3M 180C Series Vinyl will be used for Roof, Interior, Exterior, & CA Numbers.
 1. See section **Understanding the Paint Curing Process and Its Importance** for more information regarding dried paint or "curing"
10. Finally, A and A Fleet Painting will conduct a final inspection of the vehicle to ensure that the work has been completed to the client's satisfaction.
11. The client will be asked to inspect the vehicle and provide feedback. If any issues are identified, A and A Fleet Painting will make any necessary corrections to ensure complete satisfaction.
12. Upon completion of the work, the client will be provided with a detailed invoice, including a breakdown of all costs, materials used, and labor charges.
13. A and A Fleet Painting will stand behind its work and provide a warranty 5 years on all repairs and painting services performed.

Work Plan

- I. Vehicle Inspection and Assessment
 - A. Inspect the vehicle to identify all damage, including dents, scratches, and rust.
 - B. Determine the extent of the damage and identify any structural or safety concerns.
 - C. Prepare a detailed estimate of the repair costs and submit it to the customer for approval.
 - D. Once the estimate is approved, work will commence on the repairs.
- II. Preparation and Disassembly
 - A. Remove all damaged parts and components from the vehicle, including the hood, doors, fenders, and bumpers.
 - B. Clean the surfaces to be painted using a suitable cleaning agent.
 - C. Mask off any areas that will not be painted.
 - D. Sand and prep all surfaces to ensure proper adhesion of the paint.
- III. Paint Application
 - A. Mix the paint according to the manufacturer's instructions.
 - B. Apply the paint in multiple thin coats to achieve the desired color and finish.
 - C. Allow the paint to dry completely between coats.
 - D. Apply clear coat to protect the paint and provide a glossy finish.
- IV. Reassembly and Quality Control
 - A. Reinstall all repaired and replaced parts and components.
 - B. Perform a thorough quality control inspection to ensure that all repairs meet industry standards and customer expectations.
 - C. Test drive the vehicle to ensure proper performance and alignment.
- V. Safety and Compliance
 - A. Follow all applicable safety regulations and best practices during the operation of the paint shop.
 - B. Properly label, store, and dispose of all hazardous materials and waste in accordance with applicable regulations and best practices.
 - C. Ensure that all employees involved in the operation of the paint shop are trained in the proper use and handling of hazardous materials and waste.
- VI. Training and Record Keeping
 - A. Provide appropriate training to all employees involved in the repair and maintenance of vehicles and the operation of the paint shop.
 - B. Maintain accurate training records and documentation in accordance with applicable regulations and best practices.

VII. Compliance and Enforcement

- A. Ensure that all employees involved in the repair and maintenance of vehicles and the operation of the paint shop comply with all policies and procedures.
- B. Take appropriate disciplinary action for any violations of these policies and procedures.
- C. Report all violations to the appropriate supervisor or safety officer.

Understanding the Paint Curing Process and Its Importance

Paint curing is an essential step in the vehicle painting process, and its significance cannot be overstated. Here's a breakdown of the curing process and its intricate details:

1. Composition of Paint:

- A. The paint used for vehicles contains various components, including reducers, hardeners, polyester materials, and pigments. These components are combined in specific mixing ratios to produce the paint mixture.

2. Application of Paint:

- A. Once the paint is applied to the surface of a vehicle, it takes about seven weeks for the solvents to evaporate completely. Solvents are crucial for making the paint mixable and sprayable.

3. Drying Process:

- A. Hardeners in the paint create a 'dry to the touch' surface, making the outer layer hard. However, this traps the solvents inside.
- B. The trapped solvents are pushed out when the temperature fluctuates - expanding with heat and contracting with cold. This process is known as "hazing," which can dull the paint's finish.
- C. Using slow reducers can mitigate hazing. In contrast, using accelerators or fast hardeners can exacerbate the problem.

4. Cross-linking:

- A. Over a period of seven weeks, the solvents evaporate, allowing the isocyanates, pigments, and polyester resins in the paint to cross-link. Cross-linking refers to the chemical bonds forming between these components, ensuring the paint's durability and finish.

- B. It's vital to avoid applying decals or wax during this period, as trapping solvents can lead to delamination - a defect where the paint doesn't adhere to the surface properly.

5. Potential Risks:

- A. If a fresh paint job comes into contact with new solvents, it can reverse and wrinkle. To prevent this, a primer seal can be used to seal off the reducers and prevent reactions with new solvents.
- B. After the seven-week period, the paint is devoid of solvents, making it safe for further applications or repairs.

6. The Seven-Day Compromise:

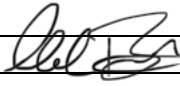
- A. While waiting seven weeks for the paint to be cured fully is ideal, often, due to client demands, waiting that long is not feasible.
- B. Allowing the paint to cure for at least seven days can significantly reduce the risks associated with fresh paint. Although not foolproof, waiting a week minimizes potential issues like solvent pop and delamination.
- C. By allowing this seven-day window, you reduce potential risks by approximately 40%.

In conclusion, understanding and respecting the paint curing process is essential to ensure the longevity, durability, and finish of a paint job. While compromises can be made in urgent situations, it's always recommended to allow the paint to cure for as long as possible to achieve the best results.

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	A.B.
2	Letter of Transmittal	Page # 37	A.B.
3	Licensing, Permits, and Certificates	Page # 17	A.B.
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	A.B.
5	References	Exhibit B	A.B.
6	Insurance	Exhibit C	A.B.
7	Cost Proposal Sheet	Exhibit D	A.B.
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	A.B.
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	A.B.
10	Certification Regarding Debarment, Suspension....	Exhibit G	A.B.
11	Performance Guarantee Certification	Exhibit H	A.B.
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	A and A Fleet Painting Inc
Name of Proposer initialing document (print):	Abel Bautista
Email address of Company Contact:	 aafleetpaintinginc@yahoo.com
Signature:	
Title:	President
Date:	8/10/23

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 23-11

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s) #1

Dated 8/03/2023

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 A and A Fleet Painting Inc

Business Address

13565 12th Street Chino Ca 91710

Contact Person

Abel Bautista

Email Address

aafleetpaintinginc@yahoo.com

Phone (562)254-0721

Fax _____

Signature of Authorized Official



Signature of Authorized Official

Typed or Printed Name

Abel Bautista

Typed or Printed Name

Title

President

Title

Date

Date

8/10/23

(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. 43610

Expiration Date: 9/30/23

License Classification: 811121

REQUEST FOR PROPOSALS (RFP)

Exterior Bus Graphics Decal Replacement and Repainting Services RFP No. 23-11

Issued by: A and A Fleet Painting Inc

Date of Issue: August 9, 2023

Written by: Cristian Barajas

Approved by: Abel Bautista

Proposal Submission Deadline: August 10, 2023

Business Name: A and A Fleet Painting Inc

Business Address: 13565 12th Street, Chino, CA 91710

Business Website: <http://www.aafleetpaintinginc.com>

In line with our proposal submission for RFP No. 23-11 concerning Exterior Bus Graphics Decal Replacement and Repainting Services, we at A and A Fleet Painting Inc hereby commit to the following:

1. **Insurance Compliance:** Our proposal includes a definitive statement affirming our ability and intention to acquire and uphold the insurance requirements detailed in the contract documents. We pledge to maintain these insurance requirements without any reservations or exclusions should we be awarded the contract pursuant to this RFP.
2. **Insurance Requirements Overview:**
 - **Commercial General Liability Insurance:** Using ISO Commercial General Liability form CG 00 O1 or its equivalent, defense costs inclusive. Limits shall be a minimum of \$1,000,000 per occurrence.
 - **Business Auto Coverage:** ISO Business Auto Coverage form CA 00 O1 or its equivalent, with limits of no less than \$1,000,000 per accident.
 - **Workers' Compensation Insurance:** Statutory benefits as required by law with employer's liability limits of no less than \$1,000,000 per accident.
 - **Professional Liability or Errors and Omissions Insurance:** Coverage designed to protect against acts, errors, or omissions with policy limits of no less than \$2,000,000 per claim.
 - **Policy Modifications:** We assure that no insurance coverage under the agreement will be non-renewed, canceled, reduced, or otherwise modified by our insurance carrier without a prior 30-day written notice to the City of Montebello.
 - **Submission of Proof:** Prior to commencing work, we will submit the necessary insurance certificates and endorsements, executed on City's standard forms, indicating compliance with the stipulated insurance requirements.

We are dedicated to ensuring full compliance and fulfilling all obligations as outlined. We thank you for considering our proposal and look forward to the possibility of working closely with the City of Montebello on this esteemed project.

Sincerely,

Abel Bautista
President
A and A Fleet Painting Inc
Phone: 562-254-0721
Email: A and A Fleet Painting Inc

A handwritten signature in black ink, appearing to read 'Abel Bautista', with a stylized flourish at the end.

8/10/23

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 23-11, Exterior Bus Graphics Decal Replacement and Repainting Services

Indemnitor(s): A and A Fleet Painting Inc

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 23-11 **Exterior Bus Graphics Decal Replacement and Repainting Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

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

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

"Indemnitor"

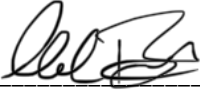
Name: <u>Abel Bautista</u>	Name: _____
(Print)	(Print)
By: 	By: _____
(Signature)	(Signature)
Title: <u>President</u>	Title: _____
Date: <u>8/10/23</u>	Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	OmniTrans		
	Person of Contact:	Omar Bryant		
	Phone Number:	909-379-7482		
	E-mail Address:	omar.bryant@omnitrans.org		
	Address:	1700 West Fifth Street		
	City, State, Zip Code:	San Bernardino, CA 92411		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$404,032.00	
		Award Date:	3/10/21	
Term of Contract:		Net 30		
Description of Work:		Remove Wrap, paint, and Install decals/wrap on 40 transit buses		

2	Project City/Agency/Other:	Anaheim Resort Transportation		
	Person of Contact:	David Ortega		
	Phone Number:	(714) 563-5287 ext. 223		
	E-mail Address:	dortega@atnetwork.org		
	Address:	1354 S. Anaheim Blvd		
	City, State, Zip Code:	Anaheim, CA, 92805		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$941,000	
		Award Date:	3/28/22	
Term of Contract:		Net 30		
Description of Work:		Remove Wrap, Repair damages caused by wrap, paint, and Install decals on transit buses		

3	Project City/Agency/Other:	City of Norwalk-Transit		
	Person of Contact:	Joshua Smith		
	Phone Number:	(562) 235-5905		
	E-mail Address:	jsmith@norwalkca.gov		
	Address:	12700 Norwalk Blvd.		
	City, State, Zip Code:	Norwalk, CA 90650		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$ 85,358.31	
		Award Date:	4/2/2019	
Term of Contract:		Net 30		
Description of Work:		Remove Wrap, Repair damages caused by wrap, paint, and Install decals on 9 transit buses		

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

A and A Fleet Painting Inc
Firm Name

13565 12th Street Chino CA 91710
Address

(562)254-0721
Phone Number

Autobody Repair and Manufacturing Shop
Type of Business

Current DBE Certification? x Yes* _____ *No

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

Total \$ _____

% of Total Contract 100%

Signature: 

Date: 8/10/23

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

A & A FLEET PAINTING, INC

13704 GOLDEN EAGLE COURT
CORONA, CA 92880

Owner: ABEL BAUTISTA
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 488210 Support Activities for Rail Transportation
- 811111 General Automotive Repair
- 811118 Other Automotive Mechanical and Electrical Repair and Maintenance
- 811121 Automotive Body, Paint, and Interior Repair and Maintenance
- 811310 Commercial and Industrial Machinery and Equipment (except Automc

Work Category Code(s)

C8900 RAIL CAR SERVICES

17530 AUTOMOTIVE REPAIR SHOPS

Licenses

UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number : 36209

CUCP OFFICER

March 22, 2010

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

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i> A and A Fleet Painting	<i>Phone</i> (562) 254-0 721	☒ < \$1 million	Remove Wrap, paint, and Install decals/wrap	☒ YES
<i>Address</i> 13565 12th Street	<i>Fax</i>	☐ < \$5 million		☐ NO
<i>City State ZIP</i> Chino Ca 91710		☐ < \$10 million		<i>If YES list DBE #:</i> 36209
		☐ < \$15 million		
		☐ > \$15 million		<i>Age of Firm (Yrs.)</i> 20
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		<i>Age of Firm (Yrs.)</i>

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The A and A Fleet Painting Inc 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 A and A Fleet Painting Inc CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H**PERFORMANCE GUARANTEE CERTIFICATION**

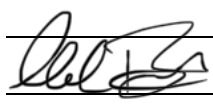
The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ ☒ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: Abel Bautista

Authorized Signature: 

Title: President

Date: 8/10/23

EXHIBIT D**RFP No. 23-11****EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES****COST PROPOSAL SHEET**

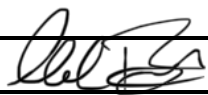
In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Item #	Description	Per Bus Price	Total Price
1	Labor – Remove Existing Decals/Logos	\$ 680.00	\$ 34,000.00
2	Labor – Body/Dent Repair	\$ 1,207.50	\$ 60,375.00
3	Labor – Painting	\$ 6,842.50	\$ 342,125.00
4	Labor – Install New Decals/Logos	\$ 2,700	\$ 135,000.00
5	OEM Materials– 3M Manufactured	\$ 6,556.25	\$ 327,812.50
6	Paint Materials Rate	\$ 1,850.00	\$ 92,500.00
GRAND TOTAL			\$ 991,812.50

List other costs/fees:

Description

Contact Information:

Name & Job Title:	Abel Bautista President
Business Name:	A and A Fleet Painting Inc
Address:	13565 12th street
City, State, Zip Code:	Chino Ca 91710
Phone Number:	(562)254-0721
E-mail Address:	Aafleetpaintigninc@yahoo.com
Authorized Signature:	 Date: 8/10/23

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4131
WITH A and A FLEET PAINTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 27, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A and A Fleet Painting, Inc., a California corporation (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to remove and install new decals/logos, bus numbers, and California numbers, for fifty (50) active Hybrid and CNG New Flyer low-floors buses for the City's Transportation Department; and

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated June 15, 2023 ("RFP No. 23-11"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 23-11, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 23-11 dated August 9, 2023, attached hereto as **Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023, attached hereto as **Exhibit "C"**.

PROFESSIONAL SERVICES AGREEMENT NO. 4131

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- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-11 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Eight Hundred Ninety-Four Thousand, Nine Hundred and Fifty Dollars (\$894,950)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

- 1) Upon inspection of CITY's Transit buses, CONTRACTOR, using its best and experienced judgment determines that CITY requires additional parts, body panels, doors, supplies, and fixtures not included in Exhibit **"A and B"**; and
- 2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, and fixtures; and
- 3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and

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- 4) CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Contingency Amount in an additional amount of up to, and including, Thirty-Five Thousand Dollars (\$35,000); and
- 5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

SECTION 3. TERM.

This Agreement shall commence on **September 27, 2023**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **March 26, 2025** ("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 8 herein.

SECTION 4. PERFORMANCE.

- a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.
- c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.
- e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

- a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

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

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

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Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

b. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

c. 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.

d. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

e. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and upon renewal of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

PROFESSIONAL SERVICES AGREEMENT NO. 4131

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City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

f. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be

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unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor: A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintigninc@yahoo.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

("CONTRACTOR")

A and A FLEET PAINTING, INC.,
a California corporation

Arlene Salazar, Acting City Manager

Abel Bautista, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-11
- Exhibit B – Contractor's Proposal to RFP No. 23-11 dated August 9, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023

Exhibit “A”
RFP No. 23-11

Exhibit “B”

CONTRACTOR’S PROPOSAL TO

RFP NO. 23-11 DATED AUGUST 9, 2023

Exhibit “C”

**CONTRACTOR’S “BEST AND FINAL OFFER” TO
RFP NO. 23-11 DATED AUGUST 31, 2023**



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4127 TO KYA SERVICES, LLC, FOR THE TRANSIT RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL NO. 23-14**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4127 to KYA Services, LLC for the Restroom Renovation Services Request for Proposal No. 23-14 (RFP No. 23-14); and
2. Authorize the Acting City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with KYA Services, LLC; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 31, 2023 KYA Services, LLC (KYA) submitted their best and final value contract pricing of Three Hundred Sixty-Nine Thousand, Five Hundred Fifty Dollars \$369,550. The total project cost was determined after MBL staff highlighted intricate details of work to be performed by the vendor. The vendor was able to revise their original proposal, placing emphasis on their technical approach to the Transit Restroom Renovation project.

While the total project cost is estimated to be \$369,550, (Attachment A), it should be noted that MBL recommends reserving an additional \$50,000 in contingency funds to be added to the Project budget for potential, additional change order work due to unforeseen circumstances that fall outside the established scope of work. The proposed Professional

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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Services Agreement will incorporate specific provisions which will trigger the use of the Maximum Contingency under pre-defined circumstances.

Project Costs	Amount
Best Value Contract Price (without any contingency amount(s))	\$369,550
Maximum Contingency Amount (to be awarded via an amendment to the contract only if certain conditions are met)	\$50,000

The Project will be funded utilizing Transit Fund Account No. 600-90-915-6040.60, designated for Contract Services – Building Maintenance and Repairs. It should be noted that allocations for this Project were included in the adopted budget for Fiscal Year 2023-24 and no budget amendment is necessary at this time.

BACKGROUND/DISCUSSION:

The City published RFP No. 23-14 (Attachment B), on May 25, 2023. RFP No. 23-14 was developed to solicit services for the renovation of four (4) restrooms within the Transit Department facility. The scope of work encompassed the removal and replacement of various restroom fixtures and associated components, including but not limited to: urinals, toilets, sinks, drainage systems, countertops, lighting solutions, finishes, ventilation systems, as well as heating and cooling apparatuses.

RFP No. 23-14 was published to invite proposals using PlanetBids.com, Transittalent.com, and The Wave publication. Prospective bidders 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 Thursday, July 20, 2023; MBL received two (2) proposals from HZS Construction Engineering & Construction Inc., and KYA. On August 8, 2023, an Evaluation Committee reviewed the two (2) proposals submitted, which precipitated a phase of continued negotiations and subsequently led to the request for revised proposal submissions from the respective vendors. The deadline for submitting revised proposals was set for August 31, 2023. The "Analysis" section below provides additional detail on the proposal review process.

ENVIRONMENTAL:

N/A

ANALYSIS:

On September 5, 2023, an Evaluation Committee, composed of four (4) raters from the Transportation and Public Works Departments, evaluated the revised proposals. The Committee utilized evaluation criteria directly aligned with the project's scope of work. The criteria for proposal assessment were both qualitative and quantitative in nature and included:

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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<u>Qualitative & Price Considerations</u>		
1	Project Management Plan	15%
2	Proposed Project Team	10%
3	Qualifications and Experience	20%
4	Technical Approach	30%
5	Best Value to the City	25%

Based on these criteria, the Evaluation Committee produced the following scores:

Contractor	Proposed Cost	Panel Score
KYA Services, LLC	\$369,550.00	80%
HZS Engineering & Construction, Inc.	\$562,800.00	71%

KYA was selected over its competitor based on a review of various qualitative attributes, including the efficacy of their project management plan, the competency of the proposed personnel, and their overall qualifications and experience. Moreover, KYA presented the most economically advantageous proposal for the City.

KYA's expertise in commercial construction and restroom renovation is further substantiated by an extensive portfolio of previous engagements. Noteworthy projects include restroom modernization for San Juan Unified School District, asphalt and turf replacement for the Santa Ana Unified School District, and flooring reconstruction for Newport Mesa Unified School District, among others.

Furthermore, the vendor presented a comprehensive technical approach that is characterized by both efficiency and fluidity in their proposal. Vendors were given an opportunity to clarify elements of their original proposals before they were reviewed and scored by the Evaluation Committee. KYA's proposal revealed a comprehensive approach to the Project. Work customization options were included to fit MBL's needs to minimize disruptions to operations throughout the renovation process.

KYA's proposal yields substantial cost savings to the City, totaling \$193,250 when compared to the next closest bid. Furthermore, their pricing structure has displayed consistency from the original submission, reinforcing their credibility and dedication to transparent pricing.

Considering these evaluations and analyses, it is recommended that the City Council award Professional Services Agreement No. 4127 to KYA Services, LLC.

SUMMARY:

Staff recommends that the City Council award Agreement No. 4127, attached hereto in substantial form (Attachment D), to KYA Services, LLC for the Transit Facility Restroom Renovation project in an amount not-to-exceed Three Hundred Sixty-Nine Thousand, Five Hundred Fifty Dollars \$369,550; authorize MBL to reserve and use \$50,000 in contingency funds to be added to the Project amount at a later time only if certain conditions are met; authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City and make any amendments thereto; and direct staff to take such additional, and related, action that may be desirable. This project was anticipated as part of the FY 2023-24 budget, therefore no budget amendments are needed.

ATTACHMENT(S)

1. Attachment A – Price Sheet
2. Attachment B – Request for Proposal (RFP) No. 23-14
3. Attachment C – KYA Services, LLC Proposal
4. Attachment D – Draft Agreement

NEXT STEPS:

N/A



The KYA Services LLC
 1800 E Mcfadden Ave Ste 2
 Santa Ana, CA 92705
 P: 714-586-5543 F: 714-586-5544 C: 562-666-6988
 Lic #1001904 C15 & C54, exp. 03-31-25 DIR #1000017376 exp 06-30-25

CLIENT:

Montebello Bus Lines

PROJECT:

Montebello Bus Lines RR Renovation

Attention: Cesar Lopex

Email:

DATE:

08/31/23

Description:

GENERAL CONDITIONS

Scope of Work: Construction of new 4 restrooms with new tile, paint, plumbing, framing, toilet screens, millwork, electrical, new mirrors
 Permits and Approvals
 Safety Compliance
 Site Conditions
 Demolition
 Contract Documents
 Shop Drawings

\$ 74,000.00

TILE

T-1 Emser Tile Color TBD 12" x 24" Floor - \$6 Per SF
 T-2 Emser Tile Color TBD 6" x 6" Shower Floor - \$8 per SF
 T-3 Emser Tile Color TBD 12" x 24" Walls - \$6 Per SF
 TR-1 Schluter Dilex AE Cove Pieces
 TR-2 Schluter Dilex Scheine Corners Inside and Outside
 TR-3 Schluter Schiene AE Tile Trim
 Float Floor 1"-2" TCNA F112
 RG RedGard Waterproofing and Crack Isolation Membrane Roll On
 Demo all existing tile and Dispose of debris
 Install new Denshield

\$ 144,800.00

PLUMB

Reconfigure Plumbing
 Install New Shower Fixtures
 New Urinals
 New Toilets
 New Lavaotry's
 New Trap Primers
 Excavation and Sand Backfill
 Provide access Panes for plumbing
 Manufactures warranties

\$ 59,850.00

FRAMING

Reframing at damaged areas only

\$ 9,750.00

PAINT

Painting Of Ceilings only at Restrooms, includes primers

\$ 5,790.00

**TOIL.
SCRN.**

Toilet Compartments and Screens 5 Restrooms
 Restroom Accessories per plans & Specs

\$ 23,870.00

**MILL
WORK**

Restroom Countertops - Quart Calacatta
 Fabricated Millwork for Bathroom Vanities

\$ 17,050.00

ELC.

Restrooms Demo all the lights and install new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and
 Exchange fan 10.5W
 Change new light switches
 All Lights Surface mounts will be demolished \$ New can lights will be installed

\$ 23,640.00

MIRROR	SCOPE: TO REMOVE EXISTING DAMAGED MIRRORS AND INSTALL NEW ONTO RESTROOM WALL 1/4" MIRROR 108" X 60"HT CUSTOMER PROVIDED MEASUREMENTS 1/4" CLEAR MIRROR FLAT POLISH EDGES 2 1/4" MIRROR 60" X 60"HT CUSTOMER PROVIDED MEASUREMENTS 1/4" CLEAR MIRROR FLAT POLISH EDGES 2 MISC. MIRROR MASTIC LABOR MATERIAL TAX AND LABOR TO REMOVE	
		\$ 10,800.00

Total Price \$ 369,550.00

Exclusions:

Fire Protection
Access Panels
Premium Time
Concrete Slab EX Ray and Chipping
Slurry Back Fill
Cathodic protection tha includes electrical bonding and isolation of cast iron pipe and fittings
Floor Sealers and Coatings, Intumescent Coatings, Lead and Asbestos
Abatement, Cabinets, Millwork, Stains, Clear Coats, Pre Finished
Items, Powder Coatings, Anti-Graffiti Coatings,
High Performance/Special Coatings, Acoustic T-Bar Ceilings.

This quote excludes all backing, blocking, anchor plates, caulking, any mirrors not noted above,
pipe
wrap / under lav. Guards, installation of hand dryers (FOB jobsite only), fillers of any kind, items
not shown
on plans, signs, electrical, demolition, any patching / repairing of floor / wall / ceiling, final
cleaning,
plumbing, jobsite security, after hours – night and weekend work, waiver of subrogation and
bond.

This Quotation is based on our interpretation of the plans & specifications. If not
accepted within 60 days of the date
stated above this quotation is void. Seller reserves the right to withdraw this proposal at any
time or to correct errors or make
revisions. Any alterations or deviations from above specifications involving extra costs will be
executed upon and will become an
extra charge over and above this estimate. Adequate backing by others is to be furnished in
order to provide proper installation.
Price includes standard insurance coverage of \$1,000,000.00 per occurrence. Any coverage
greater than this amount will be an
additional fee.
If Waiver of Subrogation required, please add \$300.00 to contract

Thank you for giving Progressive Surface Solutions, LLC the opportunity to do business with you!

Add Alternates

1)	\$	-
2)	\$	-
3)	\$	-

QUALIFICATIONS:

Price includes applicable taxes. Progressive Surface Solutions LLC. is Union with Local #1247 & #4 and all prevailing wage rates are included in the price.

"California Stewardship Assessment" fee is included in the contract price, for further information go to;

www.calrecycle.ca.gov/

Work to be performed during normal business hours Mon. - Fri. unless otherwise noted.

Price excludes: asbestos abatement, removal of existing furniture, removal of existing flooring, excessive floor preparation, floor
leveling, scraping or grinding, moisture vapor testing or vapor protection, heat, power, lights, cleaning, waxing, and protection.

Sincerely,

Andy Gastelum

619*592*0262

Represented and accepted by:

Printed Name

Signature

Date:

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 23-14



TRANSIT RESTROOM RENOVATION SERVICES

May 25th, 2023

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Exhibit G – Buy America Provisions/ Certificates

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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 restroom renovation services to the Operation Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

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. Our ability to provide reliable and efficient public transportation services is heavily reliant on the well-being and performance of our employees, who play a critical role in delivering these services.

This Request for Proposal (RFP) seeks a contractor to renovate four (4) restrooms. These restrooms were part of the original building construction over 25 years ago. The rooms have never undergone any renovations, are outdated, and need replacement equipment and maintenance services.

The selected contractor will be responsible for providing design, permits, labor, construction supervision, materials, tools, and equipment necessary to complete the renovation.

DATE: May 25th, 2023
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-14
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

TRANSIT RESTROOM RENOVATION SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals (“Proposals”) from highly-qualified contractors (“Contractors”) to provide restroom renovation services to the Operation Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components, with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

A Pre-Proposal Meeting will be held on **Tuesday, June 13th, 2023**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

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 Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@montebellocity.gov

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

Proposals must be received by **Thursday, July 20th, 2023, 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: Adrianna Kendricks
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	May 25 th , 2023
Pre-Proposal Meeting	Tuesday	June 13 th , 2023, at 10:00 AM PST
Deadline to Submit Questions	Thursday	June 22 nd , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	June 29 th , 2023
Deadline to Submit Proposals	Thursday	July 20 th , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of August 7 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 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 <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, July 20, 2023.**

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, June 13th, 2023**. 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 may become public record subject to disclosure, except for those elements determined to be exempt from 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 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. Protests related to matters other than the content of the RFP shall be received no later than 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 their work with the MBL Project Manager and Transit staff to ensure minimal disruption to the operation of the Transportation Facility during construction. At least two of the four restrooms should remain operational during the renovation process to cater to the needs of the staff. Any shared areas or systems adjacent to the restrooms under renovation must remain fully functional. The

Contractor is also responsible for maintaining the safety and security of portions of the existing building affected by the renovation operations throughout the construction period.

"MBL will continue to occupy the site and the existing building throughout the entire construction period. The Contractor is expected to cooperate with the MBL Project Manager during the construction operations to minimize conflicts and facilitate the ongoing MBL Transit operations. The work must be performed in a way that does not 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 Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

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

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	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	15 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Restroom Renovation Services.	10 points

3	<u>Qualifications and Experience</u> Demonstrate experience completing Restroom Renovation Services projects of the same or similar magnitude. Presentation of a catalog of Restroom demolition and construction experience and expertise most advantageous to the City.	20 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 – 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 in renovation services.
- C. All electrical work must be performed with a C10 licensed electrician.
- D. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- E. 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.
- F. 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.
- G. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 – SCOPE OF WORK

BACKGROUND

The City of Montebello, Montebello Bus Lines (MBL), is requesting proposals from highly qualified contractors to provide restroom renovation services to the Operation Division at the Transportation Facility. The Division has four restrooms. These restrooms are a part of the original building construction over 25 years ago. The rooms have never undergone any renovations, are outdated, and need replacement equipment and maintenance services. After a recent inspection, MBL staff concluded that there was significant water damage near the shower area of the bathrooms. Due to the extent of the damage, the decision was made to completely rebuild all four restrooms in the Operation Division of MBL Transportation Facility.

PROJECT OVERVIEW

The objective of this project is to renovate the restrooms on the first floor of the Transportation Facility - Operation Division. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The contractor will be responsible for providing design, permits, labor, construction supervision, materials, tools, and equipment necessary to complete the renovation.

The contractor will provide the following deliverables, subject to prior MBL approval, during business hours of 7:30 AM and 5:30 PM (Pacific Standard Time) Monday through Friday as follows:

- **Evaluation:** The contractor will be responsible for assessing the current conditions of the bathroom layout, structure, stalls, equipment, piping and plumbing, lighting, fixtures, etc. This evaluation shall include and identify, but not be limited to: room dimensions, door and/or window openings, room finishes, all bath and toilet fixtures, waste, drains, vent and water supply piping, floor drains, heating and/or cooling outlets, emergency and area light fixtures and electrical devices.
- **Design:** The contractor will provide MBL management staff with design plans and recommendations to increase efficiency while improving the ambiance of each room. The contractor will provide a project schedule that will ensure that MBL staff are never without access to a usable washroom.
- **Demolition/Disposal:** The contractor will be responsible for the demolition of all existing tiles and other materials to rebuild the bathrooms. This includes removal/disposal of all fixtures, such as toilets, urinals, countertops, partitions, light fixtures, vents, and plumbing fixtures.
- **Repairs:** The contractor will make necessary repairs to the structure including replacing the bottom plate of wall(s), reinforcing the floor/ceiling framing, and replacing existing damaged studs.
- **Waterproofing:** The contractor will waterproof the showered areas and ensure the waterproofing is in compliance with the building code requirements for the state of California, using suitable techniques according to industry standards.
- **Shower and wall tiling:** The contractor will tile the showers to the full height of the wall.
- **Plumbing:** The contractor will install a new toilet in each of the larger two (2) restrooms. In the men's restroom, the urinal and toilet will be moved to make room for the additional seat. The contractor will also replace all plumbing fixtures.
- **Stall partitions:** The contractor will remove and replace all stall partitions for toilets and urinals.
- **Countertops and plumbing:** The contractor will add new countertops and plumbing for all bathrooms.
- **Fire system:** The contractor will remove and reinstall existing fire system devices and replace hardware/devices if they are no longer compliant.
- **Drywall, prep surfaces, and paint:** The contractor will be tasked with the installation of drywalls, preparation of surfaces, and painting all non-tiled surfaces within the restroom that require paint.
- **Light fixtures and vents:** The contractor will remove and replace all light fixtures and vents in the bathroom.
- **ADA Compliance:** The contractor is responsible for ensuring that the two (2) smaller restrooms are handicap accessible and demonstrate complete ADA compliance.

TECHNICAL SPECIFICATIONS

The Contractor deliverables should include, but is not limited to:

TILE – (x2 Restrooms)

- T-1 Emser Tile Color TBD 12" x 24" Floor
- T-2 Emser Tile Color TBD 6" x 6" Shower Floor
- T-3 Emser Tile Color TBD 12" x 24" Walls
- TR-1 Schluter Dilex AE Cove Pieces
- TR-2 Schluter Dilex Scheine Corners Inside and Outside
- TR-3 Schluter Schiene AE Tile Trim
- Float Floor 1"-2" TCNA F112
- RG RedGard Waterproofing and Crack Isolation Membrane Roll On

PLUMBING

- Reconfigure Plumbing
- Install New Shower Fixtures
- New Urinals
- New Toilets
- New Lavatory's
- New Trap Primers
- Excavation and Sand Backfill
- Provide access Panes for plumbing

PAINTING

- Painting of ceiling, door jams, and any other non-tiled services requiring painting within the Restrooms, including primers and other relevant prep work.

TOILET

SCREENS

- Toilet Compartments and Screens 5 Restrooms
- Restroom accessories per plans & specs

MILL

WORK

- Restroom Countertops - Quart Calacatta
- Fabricated Millwork for Bathroom Vanities

ELECTRICAL

- Restrooms Demo all the lights and install the new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and exchange fan 10.5W
- Install new light switches.
- All Lights Surface mounts will be removed, and new lights will be installed.

CLEAN UP

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At the completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If the Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to the Contractor.

TESTING AND ACCEPTANCE

Following the renovation, the Contractor shall perform an acceptance test. A test outline shall be provided to MBL 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.

WARRANTY

- a. Upon completion of the renovation, the awarded Contractor shall provide twelve (12) months of warranty repairs 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 an equipment malfunction or/and any defects during the warranty period, the Contractor will be required to repair any such issue within five (5) days of notification.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
WITH, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 22, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide restroom renovation services to the Operation Division at the Transportation 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 May 25, 2023

("RFP No. 23-14") 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. 23-14;
- 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, 2023 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. 23-14;
- B. Proposer's [DATE] Proposal for Transit Restroom Renovation and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

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

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

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

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

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

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

SECTION 6. WORK PRODUCT.

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

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

SECTION 7. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

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

SECTION 9. TERMINATION.

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

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

B. **Termination for Convenience.** CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor.

Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. LEGAL RESPONSIBILITIES.

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

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at

law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 16. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

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

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

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

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

SECTION 17. CALIFORNIA LABOR CODE

- A. **Licenses, Permits, Fees, and Assessments.** CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).
- B. **Prevailing Wage Laws.**
 - i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.
 - ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
 - iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
 - iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.

- v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.
- C. **Contractor Registration with DIR.** Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.
- D. **Type of Contractor License(s).** CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
 - [INSERT CLASS – INSERT LICENSE TITLE]
 - [INSERT CLASS – INSERT LICENSE TITLE]
- E. **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.
- F. **Workers' Compensation.** CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 18. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 19. NO WAIVER.

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

SECTION 20. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any

action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS.

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

SECTION 22. WARRANTIES.

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

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 23. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

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

SECTION 24. NOTICE.

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

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

CONTRACTOR

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 26. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under

this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 27. FORCE MAJEURE

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

SECTION 28. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

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

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Transit Restroom Renovation Services

Indemnitor(s): _____

(List all names)

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

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

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

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

"Indemnitor"

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

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C**INSURANCE**

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

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

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$
Lump sum	Demolition and removal of existing equipment	\$
Lump sum	Waterproofing and other Infrastructure setups	\$
Lump sum	Plumbing	\$
Lump sum	New Restroom equipment and installation	\$
Lump sum	Electrical installation cost	\$
Lump sum	Painting	\$
<i>TOTAL</i>		\$

List other costs/fees:

Description

Cost/Fees

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

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

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

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

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

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

Part II

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

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

EXHIBIT G**"BUY AMERICA" PROVISION**

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

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

_____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

_____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____
Signature of Company Official Date

Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H**CERTIFICATION 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT 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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1. **Assessment and Planning:**

- Conduct a thorough assessment of the existing restroom facilities to identify areas that require modifications to meet ADA requirements.
- Determine the budget and timeline for implementing the necessary changes.

2. **Physical Accessibility:**

- Ensure that there is at least one fully accessible restroom on each floor or level where restrooms are located.
- Ensure that pathways to the restrooms are wide enough to accommodate wheelchairs and mobility devices.
- Install ramps and curb cuts where needed to provide accessible routes to the restrooms.
- Ensure that restroom doors have sufficient width to accommodate wheelchairs and are equipped with proper hardware for easy opening.

3. **Entrance and Signage:**

- Ensure that restroom entrances are clearly marked with ADA-compliant signage, including the International Symbol of Accessibility.
- Install tactile signage for individuals with visual impairments, indicating restroom names and directions in Braille.

4. **Interior Layout:**

- Design the interior layout to allow sufficient space for individuals using wheelchairs or mobility devices to maneuver comfortably.
- Ensure that sinks, counters, and hand dryers are at a suitable height for people using wheelchairs.
- Install grab bars near toilets and within the restroom to assist individuals with mobility impairments.

5. **Toilet Stalls:**

- Ensure that there is at least one ADA-compliant toilet stall in each restroom.
- The ADA-compliant stall should have adequate space for a wheelchair to maneuver, and the toilet should be at an appropriate height.
- Install grab bars next to the toilet in the ADA-compliant stall.

6. **Sinks and Faucets:**

- Install at least one accessible sink that is at an appropriate height for individuals using wheelchairs.
- Faucets should be lever-operated or sensor-activated for easy use.

7. Lighting and Acoustics:

- Ensure that lighting is sufficient and evenly distributed, catering to individuals with visual impairments.
- Maintain appropriate levels of acoustic insulation to minimize noise disturbances for individuals with hearing impairments.

8. Emergency Alarms:

- Install visual and audible emergency alarms that can be easily activated by individuals with disabilities.

9. Training:

- Train restroom staff on how to assist individuals with disabilities, including providing appropriate support when needed.

10. Regular Maintenance:

- Establish a routine maintenance schedule to ensure that all ADA-compliant features remain functional and in good condition.

11. Documentation:

- Maintain records of all modifications made to the restrooms to demonstrate compliance with ADA guidelines.

12. Feedback Mechanism:

- Establish a feedback mechanism for restroom users to report any issues related to accessibility. Use this feedback to continually improve the restroom facilities.

By following this comprehensive plan, Montebello Bus lines can ensure that its public restrooms are fully accessible and compliant with ADA regulations, providing equal access and convenience to all individuals, regardless of their abilities. It's important to consult with ADA experts and local authorities to ensure accurate compliance with all relevant regulations.

General Conditions for Remodeling and Demolition of Public Restrooms:

1. **Scope of Work:** The contractor shall perform all necessary remodeling and demolition work as specified in the project documents, including architectural plans, specifications, and any additional instructions provided by the owner or the architect.
2. **Permits and Approvals:** The contractor shall obtain all necessary permits, approvals, and inspections required by local authorities for the remodeling and demolition work. Any fees associated with permits shall be the responsibility of the contractor.
3. **Safety and Compliance:** The contractor shall adhere to all applicable safety regulations and industry standards throughout the project. Proper safety measures, including signage, barriers, and personal protective equipment, must be in place at all times to ensure the safety of workers, visitors, and the general public.
4. **Site Conditions:** The contractor shall inspect the site and verify existing conditions before commencing any work. Any discrepancies or unforeseen conditions must be reported to the owner or architect promptly. The contractor shall protect existing structures, finishes, and utilities from damage during the course of the project.
5. **Demolition:** Demolition of existing structures shall be carried out in a controlled manner to minimize disruption and damage. All demolition debris shall be properly disposed of according to local regulations and environmentally responsible practices.
6. **Remodeling Work:** Remodeling work shall include, but not be limited to, installation of new fixtures, finishes, plumbing, electrical, and ventilation systems as specified in the project documents. The contractor shall coordinate all trades involved to ensure a cohesive and functional restroom space.
7. **Quality of Work:** All work shall be performed to the highest standards of craftsmanship and in accordance with the project specifications. Materials used shall be of the quality and type specified, and any deviations must be approved by the architect or owner in advance.
8. **Schedule:** The contractor shall develop and adhere to a detailed project schedule, outlining key milestones and deadlines for completion. Any delays or changes to the schedule must be communicated promptly to the owner or architect, along with a revised timeline.
9. **Cleanliness and Site Maintenance:** The contractor shall maintain a clean and organized work site throughout the project. Regular cleanup of debris and waste materials is required to prevent safety hazards and maintain a professional appearance.
10. **Inspections and Testing:** The contractor shall allow for inspections and testing of work by the architect, owner, or relevant authorities as required. Any necessary corrections or adjustments identified during inspections must be promptly addressed by the contractor.
11. **Warranty:** The contractor shall provide a warranty for the completed work, covering any defects in materials or workmanship for a specified period following project completion. Details of the warranty terms and conditions should be included in the project documentation.

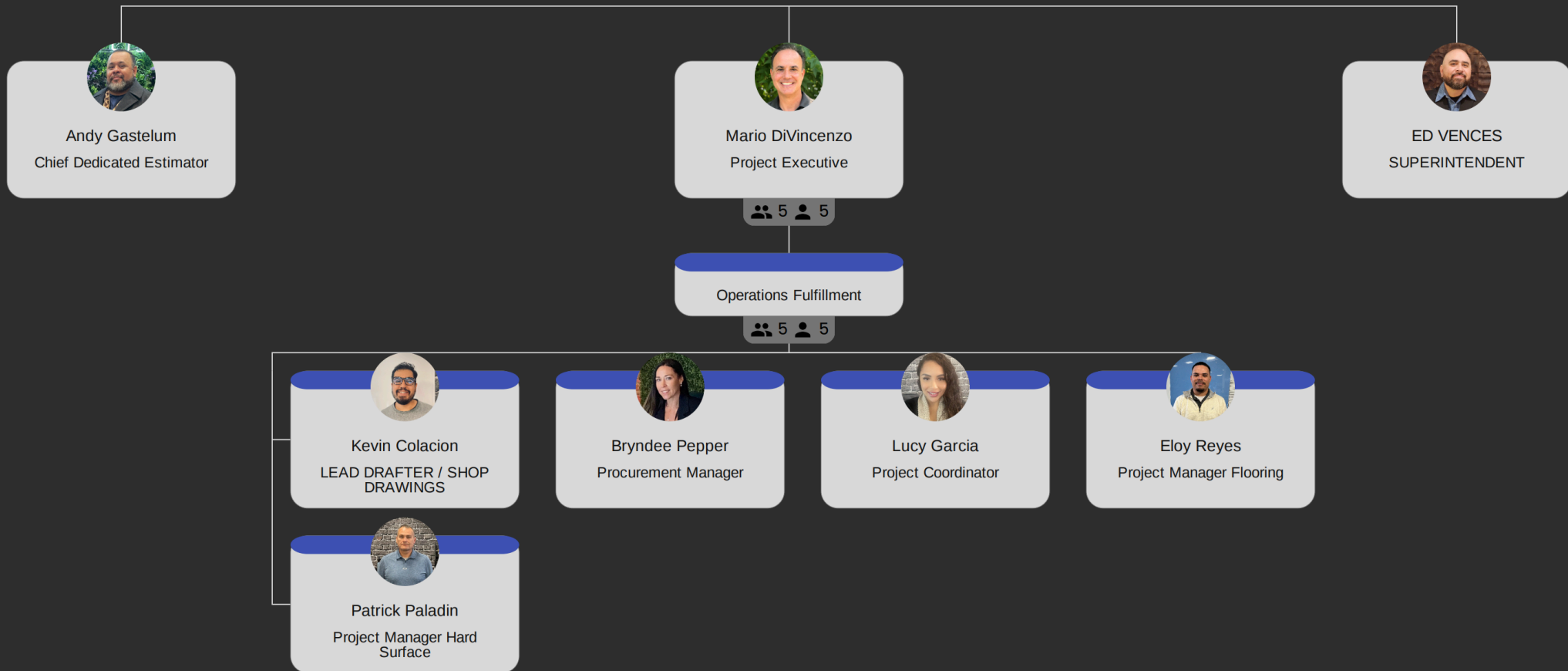
12. **Contract Documents:** All contract documents, including plans, specifications, and any changes or addenda, shall be considered part of the contract and shall be followed diligently by the contractor.
13. **Communication:** Effective and timely communication between the contractor, architect, and owner is essential throughout the project. Any concerns, questions, or changes must be communicated and documented in writing.

These general conditions outline the basic expectations and requirements for the remodeling and demolition of public restrooms. However, they should be tailored to the specific project and legal regulations in your jurisdiction. It's recommended to work closely with legal counsel, architects, and other relevant professionals to create a comprehensive contract that addresses all necessary aspects of the project.

1. **Project Assessment and Planning:** Conduct a thorough assessment of the site and existing conditions to ensure accurate measurements and understanding of the space. Develop a detailed project plan that includes a timeline, resource allocation, and coordination of subcontractors.
2. **Demolition and Site Preparation:** Begin with the demolition of existing structures, including fixtures, finishes, and any obsolete plumbing or electrical systems. Dispose of debris according to regulations. Prepare the site for new construction, addressing any leveling or structural adjustments as needed.
3. **Plumbing and Electrical Rough-In:** Install new plumbing lines for sinks, toilets, and urinals according to the approved plans. Ensure proper connections to the main water and sewage lines. Similarly, establish the electrical infrastructure, including outlets, lighting, and necessary wiring, adhering to local codes.
4. **Framing and Wall Construction:** Frame the restroom layout based on architectural plans, accounting for partition walls, entryways, and any niches. Use appropriate framing materials and techniques to ensure structural integrity. Install moisture-resistant materials in areas prone to water exposure.
5. **Tile Installation:** Begin tiling by applying a waterproofing membrane in wet areas such as showers and around sinks. Install tiles according to the approved design, utilizing proper adhesives and grouting materials. Pay attention to alignment, spacing, and symmetry for a professional finish.
6. **Millwork and Cabinetry:** Fabricate and install custom millwork, cabinetry, and countertops as specified in the plans. Ensure accurate measurements and joinery techniques for a seamless fit. Install hardware, such as handles and hinges, for proper functionality.
7. **Painting and Finishes:** Prepare surfaces for painting by patching, priming, and sanding. Apply paint in accordance with the chosen color scheme and design concept. Use high-quality paint that is durable and resistant to moisture and cleaning agents.
8. **Toilet Screens:** Construct and install toilet privacy screens in accordance with the architectural plans. Ensure proper spacing and height for user comfort and privacy. Use materials that are easy to clean and maintain.
9. **Electrical and Lighting Installation:** Install electrical fixtures such as switches, outlets, and light fixtures according to the approved electrical plans. Ensure proper wiring connections and adherence to safety codes. Consider energy-efficient lighting solutions that provide adequate illumination.
10. **Mirror Installation:** Mount new mirrors securely on designated walls, considering height and accessibility for users of different heights. Use appropriate mounting hardware to ensure stability.
11. **Plumbing Fixture Installation:** Install new sinks, toilets, urinals, faucets, and other plumbing fixtures according to the plans. Ensure proper sealing, connections, and alignment. Test all fixtures for functionality and address any leaks.

12. **Final Inspections and Testing:** Coordinate inspections by relevant authorities to ensure compliance with local building codes and regulations. Test plumbing, electrical, and ventilation systems for proper functionality and safety.
13. **Final Touches and Cleanup:** Complete any remaining minor tasks, such as caulking, grout touch-ups, and hardware adjustments. Thoroughly clean the restroom space, removing any construction debris or dust.
14. **Client Walkthrough and Handover:** Conduct a walkthrough with the client to review the completed work and address any final concerns. Provide operating instructions for fixtures and systems. Upon approval, formally hand over the remodeled restrooms to the client.
15. **Documentation and Warranty:** Compile all relevant documentation, including as-built drawings, warranties for materials and fixtures, and a maintenance guide. Provide the client with necessary information for ongoing maintenance and support.

Throughout the construction process, maintain clear communication with the project team, including architects, subcontractors, and the client. Adapt the technical approach based on any unforeseen challenges or changes in project requirements. Always prioritize safety, quality, and compliance with regulations to ensure a successful restroom remodeling project.



Management Plan for Public Restroom Renovation

Project Overview:

The Public Restroom Renovation project aims to enhance the quality, functionality, and aesthetic appeal of four public restrooms located in [Location]. The project will involve comprehensive renovations, including plumbing, electrical, structural improvements, and aesthetic upgrades, to provide visitors with modern, clean, and comfortable restroom facilities.

Project Objectives:

Improve the overall hygiene, safety, and accessibility of the public restrooms.

Enhance user experience by upgrading fixtures, amenities, and aesthetic elements.

Ensure compliance with all relevant codes and regulations related to public facilities.

Minimize disruption to facility users by implementing a well-structured renovation schedule.

Deliver the project within the allocated budget and timeline.

Project Scope:

The scope of the Public Restroom Renovation project includes:

Complete demolition and removal of existing fixtures and finishes.

Upgrading plumbing and electrical systems to meet current standards.

Installing new fixtures, including toilets, sinks, faucets, and hand dryers.

Incorporating accessible features such as ramps, handrails, and appropriate signage.

Implementing durable and easy-to-maintain flooring, wall surfaces, and ceilings.

Enhancing lighting and ventilation for a more inviting atmosphere.

Adding eco-friendly elements such as low-flow fixtures and energy-efficient lighting.

Project Phases:

Planning and Preparation:

Conduct a thorough assessment of each restroom's current condition and requirements.

Engage with stakeholders, including facility management, architects, and contractors, to gather input and define project goals.

Develop a detailed project plan, including a scope of work, budget estimates, and a timeline.

Obtain necessary permits and approvals from regulatory authorities.

Design and Development:

Collaborate with architects and interior designers to create restroom layouts and select materials.

Ensure that the design aligns with accessibility standards and local regulations.

Prepare detailed construction drawings, specifications, and material lists.

Procurement and Pre-construction:

Source and procure all necessary materials, fixtures, and equipment.

Select qualified contractors through a competitive bidding process.

Conduct pre-construction meetings to clarify project requirements and schedules.

Construction and Renovation:

Implement renovations in phases to minimize disruptions to facility users.

Coordinate construction activities to ensure efficient progress and quality workmanship.

Monitor project progress against the schedule and address any unforeseen challenges promptly.

Conduct regular site inspections to ensure adherence to safety and quality standards.

Quality Assurance and Handover:

Perform thorough quality checks and inspections during and after construction.

Rectify any defects or issues identified during inspections.

Obtain final approvals from relevant authorities and stakeholders.

Hand over renovated restrooms to facility management, ensuring proper documentation and user training.

Communication and Stakeholder Engagement:

Maintaining clear communication with stakeholders throughout the project is crucial. Regular updates will be provided through meetings, progress reports, and dedicated communication channels to keep stakeholders informed about project milestones, challenges, and achievements.

Budget and Cost Management:

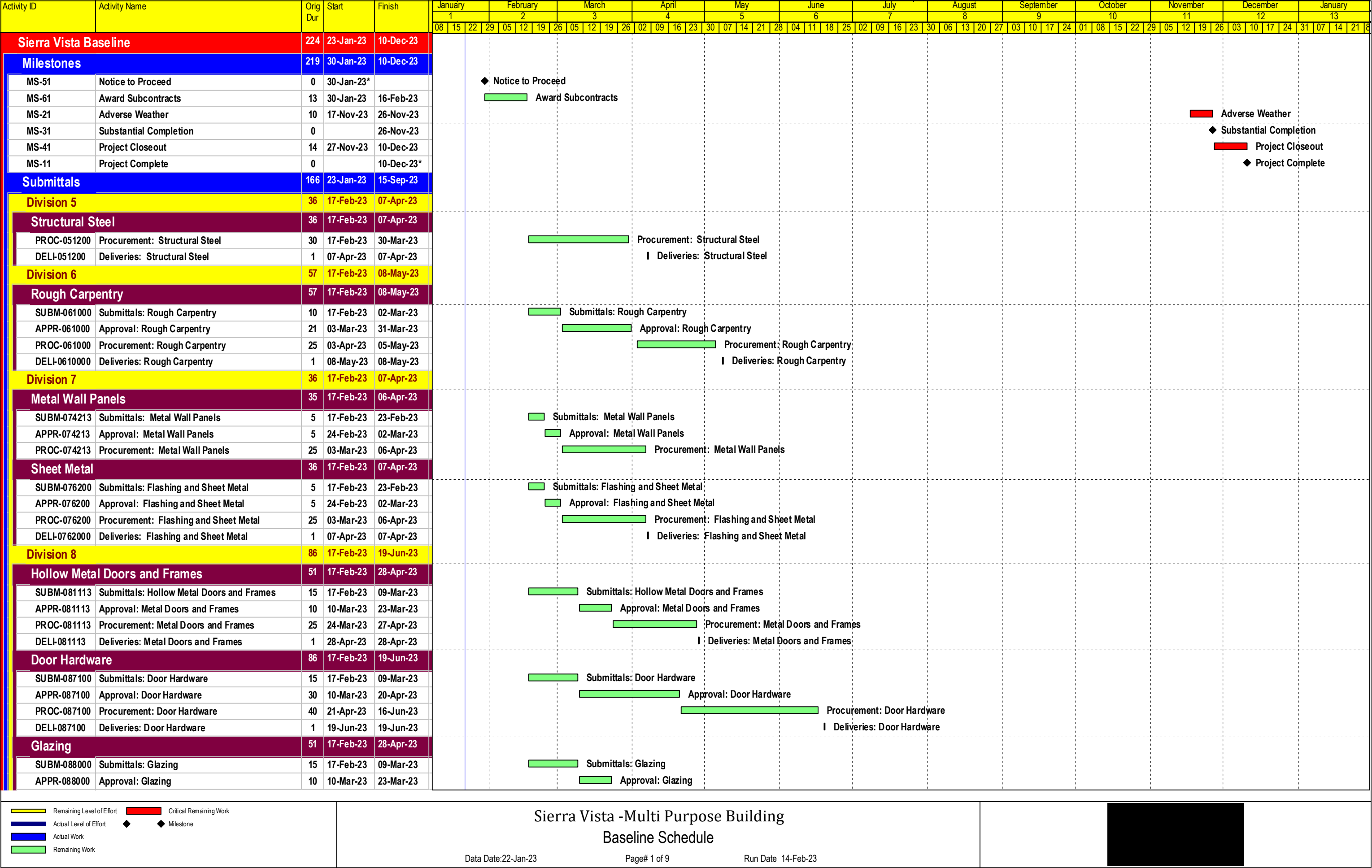
A detailed budget will be developed, encompassing all project costs, including design, materials, labor, permits, and contingency. Regular monitoring and reporting will ensure that the project stays within the allocated budget.

Timeline:

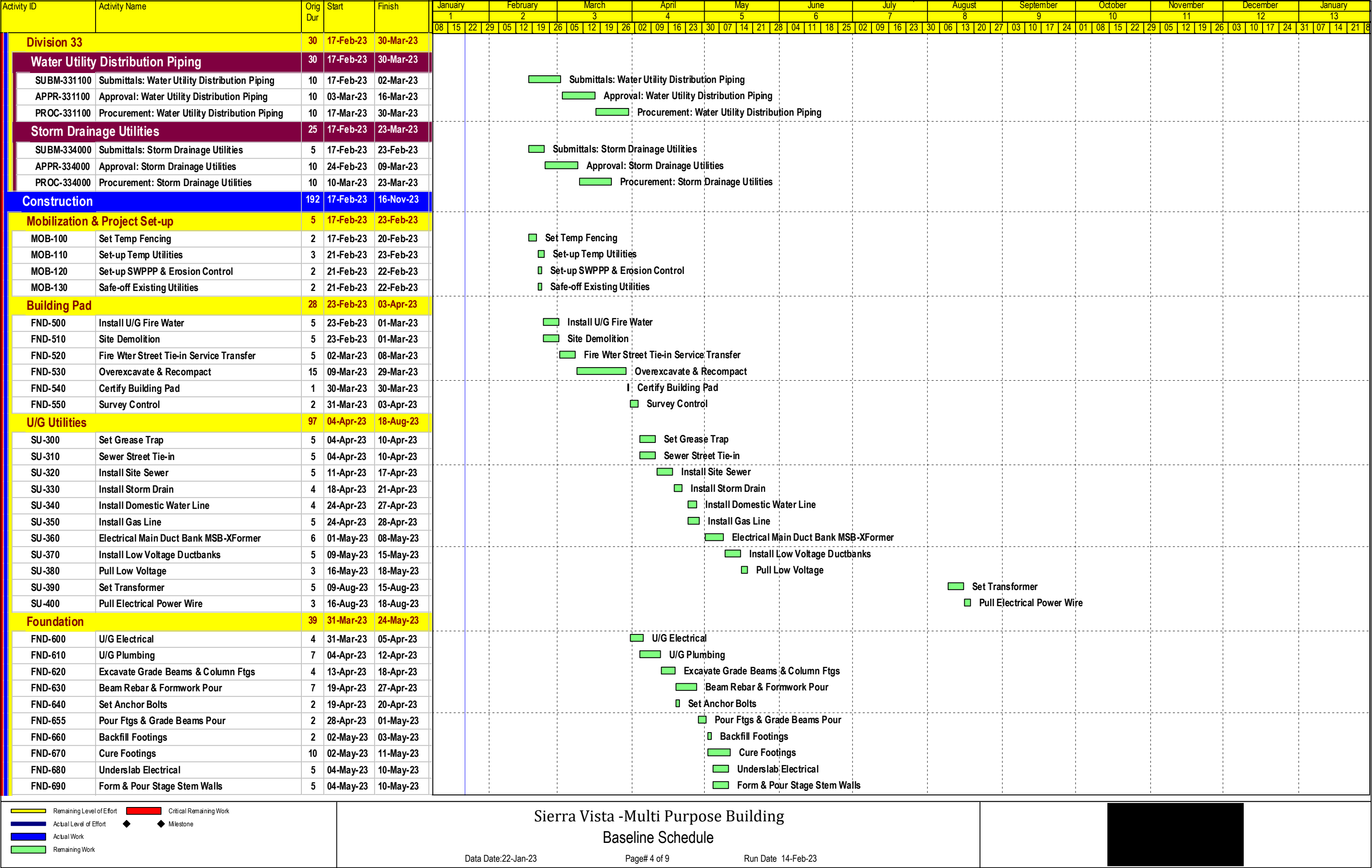
The Public Restroom Renovation project is expected to span [Timeline] and will be executed in phases to ensure smooth implementation and minimal disruption to restroom users.

Conclusion:

This Management Plan outlines the comprehensive approach to renovating the four public restrooms, emphasizing quality, accessibility, and user satisfaction. By adhering to this plan and maintaining effective communication, the project team aims to successfully deliver renovated facilities that meet the highest standards of hygiene, functionality, and aesthetics.



Activity ID	Activity Name	Orig Dur	Start	Finish	January							February							March							April							May							June							July							August							September							October							November							December							January																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Activity ID	Activity Name	Orig Dur	Start	Finish	January			February			March			April			May			June			July			August			September			October			November			December			January														
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	SW-2030	Site- Sawcut & Demo A/C Pavement	5	26-Jun-23	30-Jun-23	Site- Sawcut & Demo A/C Pavement																																																	
	SW-2040	Site- Entry Approach Rebar	5	03-Jul-23	10-Jul-23	Site- Entry Approach Rebar																																																	
	SW-2050	Site- Install Fence Posts	5	06-Jul-23	12-Jul-23	Site- Install Fence Posts																																																	
	SW-2060	Site- Excavate CMU Wall Ftgs	3	06-Jul-23	10-Jul-23	Site- Excavate CMU Wall Ftgs																																																	
	SW-2070	Form & Pour HVAC Equipment Pad	5	06-Jul-23	12-Jul-23	Form & Pour HVAC Equipment Pad																																																	
	SW-2080	Site - Irrigation Rough	7	06-Jul-23	14-Jul-23	Site - Irrigation Rough																																																	
	SW-2090	Site- Trash Enclosure Walls	7	11-Jul-23	19-Jul-23	Site- Trash Enclosure Walls																																																	
	SW-2100	Site- Pour Entry Approaches	5	11-Jul-23	17-Jul-23	Site- Pour Entry Approaches																																																	
	SW-2110	Site- Form & Pour CMU Wall Ftgs	5	11-Jul-23	17-Jul-23	Site- Form & Pour CMU Wall Ftgs																																																	
	SW-2120	Site- CMU Walls	7	18-Jul-23	26-Jul-23	Site- CMU Walls																																																	
	SW-2130	Site- Parking Lot Concrete Swale	5	18-Jul-23	24-Jul-23	Site- Parking Lot Concrete Swale																																																	
	SW-2140	Site- Form & Pour Hardscape & Curbs	20	29-Aug-23	26-Sep-23	Site- Form & Pour Hardscape & Curbs																																																	
	SW-2150	Site- Install Fencing	7	27-Sep-23	05-Oct-23	Site- Install Fencing																																																	
	SW-2160	Site- Install Sliding Gate	5	27-Sep-23	03-Oct-23	Site- Install Sliding Gate																																																	
	SW-2170	Site - Paint & Finishes	5	27-Sep-23	03-Oct-23	Site - Paint & Finishes																																																	
	SW-2180	Site- Set Base	5	27-Sep-23	03-Oct-23	Site- Set Base																																																	
	SW-2190	Site - Irrigation Finish	5	27-Sep-23	03-Oct-23	Site - Irrigation Finish																																																	
	SW-2200	Site- A/C Pave	5	04-Oct-23	10-Oct-23	Site- A/C Pave																																																	
	SW-2210	Site - Plant Trees	5	06-Oct-23	12-Oct-23	Site - Plant Trees																																																	
	SW-2220	Site- AC Pave Cure	15	11-Oct-23	31-Oct-23	Site- AC Pave Cure																																																	
	SW-2230	Site - Install Turf	5	13-Oct-23	19-Oct-23	Site - Install Turf																																																	
	SW-2240	Site- A/C Pave Slurry Seal	5	01-Nov-23	07-Nov-23	Site- A/C Pave Slurry Seal																																																	
	SW-2250	Site- Parking Lot Striping & Signage	5	08-Nov-23	14-Nov-23	Site- Parking Lot Striping & Signage																																																	

Remaining Level of Effort  Actual Level of Effort Actual Work  Remaining Work	Critical Remaining Work  Milestone	Sierra Vista -Multi Purpose Building Baseline Schedule Data Date:22-Jan-23 Page# 9 of 9 Run Date 14-Feb-23			
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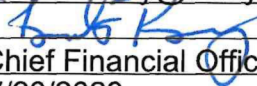
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PROPOSAL SUBMISSION CHECKLIST

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	BB
2	Letter of Transmittal	Page # 41	BB
3	Licensing, Permits, Certificates, and Taxes	Page # 11	BB
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	BB
5	References	Exhibit B	BB
6	Insurance	Exhibit C	BB
7	Cost Proposal Sheet	Exhibit D	BB
8	Statement of DBE Participants	Exhibit E	BB
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	BB
10	Buy America Provisions	Exhibit G	BB
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit H	BB
19	Performance Guarantee Certification	Exhibit I	BB
20	Performance Bond	Exhibit J	BB
21	Irrevocable Stand-By Letter of Credit Certificate	Exhibit K	BB
22	Bank Draft	Exhibit L	BB
	OPTIONAL ITEMS		
23	Requests for exceptions or deviations	Page # 8	BB

Company Name:	KYA Services LLC
Name of Proposer initialing document (print):	Brooks Berry
The email address of Company Contact:	brooks.berry@thekeyagroup.com
Signature:	
Title:	Chief Financial Officer
Date:	7/20/2023

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated 1

Dated June 27th, 2023

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: Brooks Berry
 Business Address: 1800 E. McFadden Ave. Santa Ana, CA 92705
 Contact Person: Andy Gastelum
 Phone: 714-497-6069
 Email Address: andy.gastelum@thekyagroup.com

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:
Brooks Berry
 Title
CFO
 Date
7/20/2023

N/A
 Typed or Printed Name:
N/A
 Title
N/A
 Date
N/A

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

N/A

N/A

For Proposals requiring licenses the following information is required:

Contractor's License No. 984827

Expiration Date: 6/30/2025

License Classification: B

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Transit Restroom Renovation ServicesIndemnitor(s): KYA Services LLC

(List all names)

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

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

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

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

"Indemnitor"

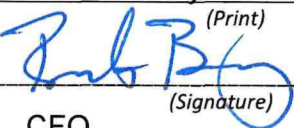
Name: <u>Brooks Berry</u>	Name: <u>N/A</u>
(Print)	(Print)
By: 	By: <u>N/A</u>
(Signature)	(Signature)
Title: <u>CFO</u>	Title: <u>N/A</u>
Date: <u>7/20/2023</u>	Date: <u>N/A</u>

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	Newport Mesa Unified School District	
	Person of Contact:	Robert Lombard	
	Phone Number:	714-679-8292	
	E-mail Address:	rlombard@nmusd.us	
	Address:	2985 Bear St. Bldg. A	
	City, State, Zip Code:	Costa Mesa, CA 92626	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 2,486,000
		Award Date:	6/22/2022
Term of Contract:		3 Months	
Description of Work:		Demo floor, abatement, install floor	

2	Project City/Agency/Other:	South Whittier School District	
	Person of Contact:	Nelson Santos	
	Phone Number:	562-387-8506	
	E-mail Address:	nsantos@swhittier.net	
	Address:	11200 Telechron Ave.	
	City, State, Zip Code:	Whittier, CA 90605	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 1,630,380
		Award Date:	8/31/2022
Term of Contract:		4 Months	
Description of Work:		Painting of multiple schools across district	

3	Project City/Agency/Other:	Santa Ana Unified School District	
	Person of Contact:	Leonel Hernandez	
	Phone Number:	714-480-5357	
	E-mail Address:	leonel.hernandez@sauds.us	
	Address:	1601 E. Chestnut Ave.	
	City, State, Zip Code:	Santa Ana, CA 92701	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 1,519,441
		Award Date:	6/23/2022
Term of Contract:		5 Months	
Description of Work:		Demo turf and asphalt & replace with synthetic turf	

EXHIBIT C**INSURANCE**

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

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

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

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

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$ 114,700.00
Lump sum	Demolition and removal of existing equipment	\$ 22,170
Lump sum	Waterproofing and other Infrastructure setups	\$ 26,550.00
Lump sum	Plumbing	\$ 55,580.00
Lump sum	New Restroom equipment and installation	\$ 115,010
Lump sum	Electrical installation cost	\$ 23,440
Lump sum	Painting	\$ 5,790.00
TOTAL		\$ 363,440.00

List other costs/fees:

Description	Cost/Fees
N/A	N/A
N/A	N/A

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

N/A

Firm Name
N/A

Address

N/A

Phone Number

N/A

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 \$ N/A

% of Total Contract N/A

Signature: _____



Date: 7/20/2023

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 Burke Interiors	Phone 626- 246-8606	☐ < \$1 million	Fabrication and Installation of bathroom vanity counter tops with 6"	☐ YES
		☐ < \$5 million	back splash. 8 sink cut outs.	☐ NO
Address 2444 Strozier Ave		☐ < \$10 million		<i>If YES list DBE #:</i>
	Fax	☐ < \$15 million		
City State ZIP South El Monte, CA 91733		☐ > \$15 million		Age of Firm (Yrs.)
Name ISR Painting, INC	Phone 562- 407-5217	☐ < \$1 million	Painting of ceiling only at Montebello bus station four restrooms.	☐ YES
		☐ < \$5 million	Includes primer, finish, and protection of all pre-finished surfaces.	☐ NO
Address 13586 Pumice St		☐ < \$10 million		<i>If YES list DBE #:</i>
	Fax	☐ < \$15 million		
City State ZIP Norwalk, CA 90650	562- 407-5214	☐ > \$15 million		Age of Firm (Yrs.)
Name YTI Enterprises, Inc	Phone 714- 817-9637	☐ < \$1 million	Toilet compartments and screens and restroom accessories per plans and	☐ YES
		☐ < \$5 million	specs.	☐ NO
Address 1260 S State College Pkwy		☐ < \$10 million		<i>If YES list DBE #:</i>
	Fax	☐ < \$15 million		
City State ZIP Anaheim, CA 92618		☐ > \$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?)
<i>Name</i> Mario's Glass and Mirrors, Inc.	<i>Phone</i> 323- 888-1035	☐ < \$1 million	To remove existing damaged mirrors and install new onto restroom wall.	☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i> 6108 Whittier Blvd		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i> Los Angeles, CA 90022	323- 888-1530	☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**"BUY AMERICA" PROVISION**

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

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

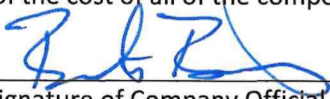
This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The KYA Services LLC 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
CFO

Official's Title

7/20/2023

Date

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 KYA Services LLC certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT KYA Services LLC 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 see attached. 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

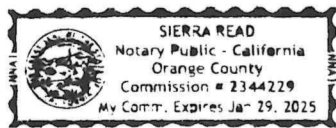
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 25th
day of July, 2023, by Brooks Berry

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Sierra Read

***Will be requested upon bid award**

RFP No. 23-14

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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

***Will be requested upon bid award**

RFP No. 23-14

EXHIBIT K

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank"), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

***Will be requested upon bid award**

RFP No. 23-14

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 _____



AIA® Document A310™ – 2010

Bid Bond

Bid Bond No: N/A

CONTRACTOR:

(Name, legal status and address)

KYA Services, LLC
1800 E. McFadden Ave
Santa Ana, CA 92705

SURETY:

(Name, legal status and principal place

of business) Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER:

(Name, legal status and address)

City of Montebello
400 S. Taylor Ave.
Montebello, CA 90640

BOND AMOUNT: Five Percent of the Total Amount Bid (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

TRANSIT RESTROOM RENOVATION SERVICES

Project Number, if any: (RFP) No. 23-14

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July 2023

(Witness)

(Witness)

KYA Services, LLC

(Principal)

(Title) Joshua Gutierrez, Controller

Harco National Insurance Company

(Surety)

(Title)

Emilie George, Attorney-in-Fact



Init.

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ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa

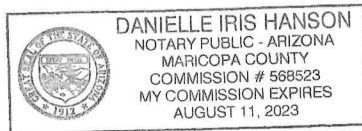
}

On this JUL 20 2023, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie George, whose identity was proven
[Name of Signer]

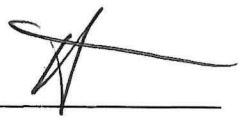
to me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.

Witness my hand and official seal.



(Seal)

[Affix Seal Here]

 
Signature of Notary Public

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE WOOLFORD, IRENE LUONG, ALEXANDER R. HOLSHEIMER, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 20, 2023

Irene Martins, Assistant Secretary

Nº 6046

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier
Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and
Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 31st day
of December, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 3rd day of
January, 19 95.



By

John G. Garamendi
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

92 20021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

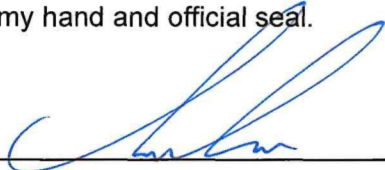
State of California
County of Orange

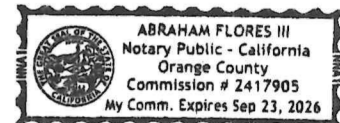
On 07/21/2023 before me, Abraham Flores III, Notary Public
(insert name and title of the officer)

personally appeared Joshua Gutierrez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





The KYA Services LLC
 1800 E Mcfadden Ave Ste 2
 Santa Ana, CA 92705
 P: 714-586-5543 F: 714-586-5544 C: 562-666-6988
 Lic #1001904 C15 & C54, exp. 03-31-25 DIR #1000017376 exp 06-30-25

CLIENT:

Montebello Bus Lines

PROJECT:

Montebello Bus Lines RR Renovation

Attention: Cesar Lopex

Email:

DATE:

08/31/23

Description:

GENERAL CONDITIONS

Scope of Work: Construction of new 4 restrooms with new tile, paint, plumbing, framing, toilet screens, millwork, electrical, new mirrors
 Permits and Approvals
 Safety Compliance
 Site Conditions
 Demolition
 Contract Documents
 Shop Drawings

\$ 74,000.00

TILE

T-1 Emser Tile Color TBD 12" x 24" Floor - \$6 Per SF
 T-2 Emser Tile Color TBD 6" x 6" Shower Floor - \$8 per SF
 T-3 Emser Tile Color TBD 12" x 24" Walls - \$6 Per SF
 TR-1 Schluter Dilex AE Cove Pieces
 TR-2 Schluter Dilex Scheine Corners Inside and Outside
 TR-3 Schluter Schiene AE Tile Trim
 Float Floor 1"-2" TCNA F112
 RG RedGard Waterproofing and Crack Isolation Membrane Roll On
 Demo all existing tile and Dispose of debris
 Install new Denshield

\$ 144,800.00

PLUMB

Reconfigure Plumbing
 Install New Shower Fixtures
 New Urinals
 New Toilets
 New Lavaotry's
 New Trap Primers
 Excavation and Sand Backfill
 Provide access Panes for plumbing
 Manufactures warranties

\$ 59,850.00

FRAMING

Reframing at damaged areas only

\$ 9,750.00

PAINT

Painting Of Ceilings only at Restrooms, includes primers

\$ 5,790.00

**TOIL.
SCRN.**

Toilet Compartments and Screens 5 Restrooms
 Restroom Accessories per plans & Specs

\$ 23,870.00

**MILL
WORK**

Restroom Countertops - Quart Calacatta
 Fabricated Millwork for Bathroom Vanities

\$ 17,050.00

ELC.

Restrooms Demo all the lights and install new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and
 Exchange fan 10.5W
 Change new light switches
 All Lights Surface mounts will be demolished \$ New can lights will be installed

\$ 23,640.00

MIRROR	SCOPE: TO REMOVE EXISTING DAMAGED MIRRORS AND INSTALL NEW ONTO RESTROOM WALL 1/4" MIRROR 108" X 60"HT CUSTOMER PROVIDED MEASUREMENTS 1/4" CLEAR MIRROR FLAT POLISH EDGES 2 1/4" MIRROR 60" X 60"HT CUSTOMER PROVIDED MEASUREMENTS 1/4" CLEAR MIRROR FLAT POLISH EDGES 2 MISC. MIRROR MASTIC LABOR MATERIAL TAX AND LABOR TO REMOVE	\$ 10,800.00
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Total Price \$ 369,550.00

Exclusions:

Fire Protection
Access Panels
Premium Time
Concrete Slab EX Ray and Chipping
Slurry Back Fill
Cathodic protection tha includes electrical bonding and isolation of cast iron pipe and fittings
Floor Sealers and Coatings, Intumescent Coatings, Lead and Asbestos
Abatement, Cabinets, Millwork, Stains, Clear Coats, Pre Finished
Items, Powder Coatings, Anti-Graffiti Coatings,
High Performance/Special Coatings, Acoustic T-Bar Ceilings.

This quote excludes all backing, blocking, anchor plates, caulking, any mirrors not noted above,
pipe
wrap / under lav. Guards, installation of hand dryers (FOB jobsite only), fillers of any kind, items
not shown
on plans, signs, electrical, demolition, any patching / repairing of floor / wall / ceiling, final
cleaning,
plumbing, jobsite security, after hours – night and weekend work, waiver of subrogation and
bond.

This Quotation is based on our interpretation of the plans & specifications. If not
accepted within 60 days of the date
stated above this quotation is void. Seller reserves the right to withdraw this proposal at any
time or to correct errors or make
revisions. Any alterations or deviations from above specifications involving extra costs will be
executed upon and will become an
extra charge over and above this estimate. Adequate backing by others is to be furnished in
order to provide proper installation.
Price includes standard insurance coverage of \$1,000,000.00 per occurrence. Any coverage
greater than this amount will be an
additional fee.
If Waiver of Subrogation required, please add \$300.00 to contract

Thank you for giving Progressive Surface Solutions, LLC the opportunity to do business with you!

Add Alternates

	<u>PRICING:</u>
1)	\$ -
2)	\$ -
3)	\$ -

QUALIFICATIONS:

Price includes applicable taxes. Progressive Surface Solutions LLC. is Union with Local #1247 & #4 and all prevailing wage rates are included in the price.

"California Stewardship Assessment" fee is included in the contract price, for further information go to; www.calrecycle.ca.gov/

Work to be performed during normal business hours Mon. - Fri. unless otherwise noted.

Price excludes: asbestos abatement, removal of existing furniture, removal of existing flooring, excessive floor preparation, floor
leveling, scraping or grinding, moisture vapor testing or vapor protection, heat, power, lights, cleaning, waxing, and protection.

Sincerely,

Andy Gastelum

619*592*0262

Represented and accepted by:

Printed Name

Signature

Date:

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4127
WITH KYA SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 27, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and KYA Services, LLC, a California corporation (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide restroom renovation services to the Operation Division at the Transportation Facility; and

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated May 25, 2023 ("RFP No. 23-14"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 23-14, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 23-14 dated July 20, 2023, attached hereto as **Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 23-14 dated August 31, 2023, attached hereto as **Exhibit "C"**.

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- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-14 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Three Hundred Sixty-Nine Thousand, Five Hundred and Fifty Dollars (\$369,550)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

- 1) Upon inspection of CITY's Transportation restrooms, CONTRACTOR, using its best and experienced judgment determines that CITY requires additional subcomponents, equipment, and infrastructure not included in **Exhibit "A and B"**; and
- 2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with extra equipment, products, or services; and
- 3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to such equipment, products, or services; and

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- 4) CITY approves the purchase of such equipment, products, or services and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Contingency Amount in an additional amount of up to, and including, Fifty Thousand Dollars and Zero Cents (\$50,000); and
- 5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the requested equipment, products, or services.

SECTION 3. TERM.

This Agreement shall commence on **September 27, 2023**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **January 31, 2024** ("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 8 herein.

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. 23-14;
- b. Proposer's [DATE] Proposal for Transit Restroom Renovation 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. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.
- c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive

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responsibility of the CONTRACTOR.

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

SECTION 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 the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 8. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 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

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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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 12. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a

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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 or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 13. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its

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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.

SECTION 14. LEGAL RESPONSIBILITIES.

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

SECTION 15. 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 to the extent caused by the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement.

SECTION 16. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than **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:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

- **Professional Liability** insurance appropriate to the

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CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

b. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

c. 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.

d. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

e. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and upon renewal of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

f. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of

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CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 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).

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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:

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

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.

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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 to 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.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4127

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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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor: KYA Services, LLC
Attn: Brooks Berry, CFO
1800 E. McFadden Ave, Ste #2
Santa Ana, CA 92705
(714) 497 - 6069
andy.gastelum@thekyagroup.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 26. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 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 the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

("CONTRACTOR")

KYA Services, LLC, a California
corporation

Arlene Salazar, Acting City Manager

Brooks Berry, CFO

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-14
- Exhibit B – Contractor's Proposal to RFP No. 23-14 dated July 20, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 23-14 dated August 31, 2023

Exhibit “A”
RFP No. 23-14

Exhibit “B”

CONTRACTOR’S PROPOSAL TO

RFP NO. 23-14 DATED JULY 20, 2023

Exhibit “C”

**CONTRACTOR’S “BEST AND FINAL OFFER” TO
RFP NO. 23-14 DATED AUGUST 31, 2023**



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

**SUBJECT: APPROVE A LAND LEASE AGREEMENT WITH THE CITY OF BELL
FOR THE INSTALLATION OF A RADIO MICROWAVE LINK**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Land Lease Agreement between the City and the City of Bell for installation of a radio microwave link on a certain designated space on the City's radio communications tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard; and,
2. Authorize the Acting City Manager to execute the Land Lease Agreement with the City of Bell; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The land lease agreement will have an annual lease payment of \$6,000, over a 5-year term, adjusted beginning in the second year of the agreement by the change in the Consumer Price Index (CPI), for a total of at least \$30,000 over the life of the agreement. The attached lease agreement (Attachment A) contains details on the "rent" paid, see Sections 4 and 5 as well as Exhibit A. This is a new source of General Fund revenue and will be recorded with other radio communications related lease/use revenue.

BACKGROUND/DISCUSSION:

In the early 1990's, the Montebello Fire Department established the Public Safety Communication Division. During this early period, the system had a relatively small

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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coverage map, serving largely just the City of Montebello and the immediate surrounding areas.

The Public Safety Communication Division plays a role in supporting public safety agencies, regardless of size or discipline, law enforcement, fire, emergency medical services, public works/utilities, and public safety answering points/dispatch centers. Montebello's geographic location and topographical layout provided an opportunity to start building a radio system to provide enhanced radio coverage for Montebello's Police, Transit and Fire Departments, as well as that of surrounding agencies.

Over the next 12 years, the radio system expanded with towers located in Whittier and Monterey Park in order to provide a wider coverage map and better service. In 2003, the Montebello Fire Department joined its system with seven other cities to create a Joint Powers Authority (JPA): the Interagency Communications Interoperability (ICI) System. This system of radio towers and infrastructure allows the uninterrupted use of radios throughout the entire County of Los Angeles. The ICI system provides a basic level of operability, interoperability, and reliability with other public safety responders, along with various features for security and accessories based on their position and responsibilities.

The City of Montebello's Fire Department and the City of Bell Police Department met with the intention of providing additional support to the City of Bell Police Department, in order to provide better communications coverage for their police officers. One of the components necessary for this upgrade in communications ability is for the City of Bell Police Department's Dispatch Center to have a connection to the ICI System core, which requires a circuit path to be established. In most instances, a microwave link is the primary source, and a leased circuit path through Spectrum is used as a backup. The City of Bell Police Department only has the Spectrum path as the backup, lacking a primary connection.

The City of Bell was able to obtain funding for improving their communication's primary connection and to establish a microwave link between the City of Bell and Montebello. Therefore, a Land Lease Agreement between the City of Montebello and the City of Bell allows connection of their dispatch consoles to the ICI System via installation of a microwave on the tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard. The Land Lease Agreement provides the City of Bell Police Department with radio system access to the Montebello Radio Site through placement of a microwave on the tower.

ENVIRONMENTAL:

Find that the proposed action is not a project subject to the California Environmental Quality Act ("CEQA") pursuant to Section 21065 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required for the project.

ANALYSIS:

The Montebello Radio Site was chosen after being analyzed by Staff from the Montebello Fire Department's Public Safety Communication Division and the City of Bell Police Department to determine the most advantageous route for the radio system. The attached Land Lease Agreement (Attachment A) has been reviewed by the City Attorney's office. The City of Bell is presenting the same agreement to their City Council for approval.

SUMMARY:

That the City Council authorize the Acting City Manager to execute the Land Lease Agreement between the City of Montebello and the City of Bell, which would enable placement of a microwave link on the communication tower located at 1343 N. Montebello Blvd, as well as provide "rent" payments to the City in an annual base amount of \$6,000, adjusted by the change in CPI beginning in the second year of the five-year agreement.

ATTACHMENT(S)

1. Attachment A - Lease Agreement

NEXT STEPS:

N/A

COMMUNICATIONS TOWER LAND LEASE AGREEMENT NO. _____

BY AND BETWEEN THE CITY OF MONTEBELLO

AND

CITY OF BELL

This Communications Tower Land Lease Agreement ("Lease Agreement") is made by and between **THE CITY OF MONTEBELLO** (the "City"), a California municipal corporation, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California, 90640, hereinafter the City being designated as "LESSOR," and **CITY OF BELL**, a California municipal corporation, with its mailing address located at 6330 Pine Ave, Bell California 90201, hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR is the owner of a parcel of land located in the City of Montebello, California, State of California, commonly known as [1343 N. Montebello Blvd, Montebello CA 90640 and more particularly described in **Exhibit "A"** (the "Property") attached hereto and made part hereof, which property is improved with a communications tower depicted in **Exhibit "B"** (the "Premises") attached hereto and made part hereof.
2. **USE:**
 - 2.1 LESSOR hereby grants LESSEE the right to use designated space on the Premises and a non-exclusive rights onto the Property for ingress and egress (the "Rights-of-Way"), for the sole purpose of the installation and maintenance of LESEE's communication system and uses incidental to and all necessary appurtenances, including a generator more specifically described in **Exhibit "C"** (the "Communication System") attached hereto and made part hereof.
 - 2.2 LESSEE shall have the right to replace, repair, and add to or otherwise modify its Communication System or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease Agreement, as long as LESSEE ensures that modifications or additions will not interfere with other systems on the property, nor overload the Premises.
 - 2.3 LESSOR, at its expense, may use any and all appropriate means of restricting access to unauthorized parties to the LESSEE's Communications System, in cooperation with LESSEE.

2.4 LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted.

2.5 LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking. LESSEE's Communication System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the LESSEE's Communication System at the expiration or termination of this Lease Agreement.

3. TERM:

3.1 This Lease Agreement shall be effective as of the date of execution by both Parties (the "Commencement Date") for an initial term of five (5) years (Initial Term). The term of this Lease Agreement will terminate without notice on October 15, 2028 unless sooner terminated as provided herein. This Lease Agreement may be extended for five (5) additional one-year (1-year) terms by a written and executed amendment setting forth the material terms and conditions agreed to by the Parties.

3.2 At the end of the initial five (5) years and of each term period thereafter, a new "Annual Minimum Rent" (as defined in Section 4), will be calculated and upon by the Parties for the subsequent term period (each, a "Subsequent Lease Period").

4. RENT: In consideration of the term of this Lease Agreement, LESSEE shall pay to LESSOR annual rent ("Annual Minimum Rent") in the amount indicated in Exhibit "E" (Rent Schedule) attached hereto and made part hereof. Rental payments shall be paid in equal monthly installments on the first day of the month, payable in advance, to the City of Montebello. If the Commencement Date falls on a date other than the 1st of the month, then LESSEE must pay the proportionate amount of the Annual Minimum Rent due from the period from the Commencement Date to the 1st of the following month.

5. CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO THE ANNUAL MINIMUM RENT:

5.1 The Parties agree, as of every July 1 following the Commencement Date (each, a "CPI Adjustment Date"). The percent adjustment for any given year will be based on the monthly average Index for the calendar year immediately preceding the CPI Adjustment Date as compared with the Base Index. The Consumer Price Index referred to herein is the Consumer Price Index (all items indexes, all urban consumers) for Los Angeles – Long Beach – Anaheim, California, compiled and published by the United States Department of Labor, Bureau of Labor Statistics, 1982-84 Base Year = 100 (the "Index").

5.2 The Annual Minimum Rent will be adjusted as of each CPI Adjustment Date, and will remain in effect as adjusted until the next CPI Adjustment Date. As an illustration only, if the Base Index (Jan. 1, 1999 CPI) is 166.1 and the monthly average CPI for 2000 is 171.6, then the percentage increase is equal to 3.31%. Therefore, the Minimum Rent would be increased by 33.1% as of July 1, 2001, and would continue at that rate through June 30, 2002.

5.3 If the United States Department of Labor, Bureau of Labor Statistics ceases to compile and make public the Index as now constituted and issued, but substitute another index in its place, then said substituted index must be used for the purpose of adjusting the Minimum Rent for the Premises. If the Index is changed so the base year differs from that in effect on the Lease Commencement Date, then the Index must be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

6. CITY-OWNED EQUIPMENT. LESSOR shall cooperate with LESSEE for the purpose of or ability to place communication equipment (including any necessary accessories) on the Premises for the purpose of transmitting public safety communications.

7. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Lease Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Lease Agreement.

8. INDEMNIFICATION.

8.1 LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Lease Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR

to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property.

8.2 The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify, and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property.

8.4 Limitation of liability. Except for indemnification pursuant to Sections 8 and 11, neither Party shall be liable to other , or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights of services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of services, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Lease Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Lease Agreement. **Exhibit "D" ("Insurance Requirement") attached** hereto and incorporated by this reference, identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein in section 7 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of **Exhibit "D."**

LESSOR is self-insured for general liability for the Premises.

10. TAXES. LESSEE shall pay, before delinquency, all taxes and assessments levied upon or assessed to LESSOR on the Premises by reason of this Lease Agreement or of any equipment, appliances, improvement, or other development of any nature whatsoever, erected, installed, or maintained by LESSEE or by reason of any activity of LESSEE upon or in connection with the Premises. LESSEE shall pay all possessory interest taxes applicable to the Premises.
11. UTILITIES. To the extent applicable, LESSEE shall (i) pay, or cause to be paid and (ii) hold harmless LESSOR and the property of LESSOR, including the Premises, from all charges for the furnishing of gas, water, electricity, telecommunication services, and any other applicable public utility to the Premises during the term of this Lease Agreement and for the removal of garbage and rubbish from the Premises during the term of this Lease Agreement.
12. TERMINATION; DEFAULT.
 - 12.1 For convenience: Either Party, upon three (3) months' prior written notice, shall have the right to terminate this Lease Agreement with or without cause.
 - 12.2 For cause: This Lease Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the thirty-day (30-day) period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.
 - 12.3 Default. In the event there is a default by either party with respect to any of the provisions of this Lease Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.
13. INTERFERENCE. With the exception of LESSOR's own Communication System and relate activities, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to

install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL UPON TERMINATION; ABANDONMENT; AND HOLDOVER.

14.1 LESSEE, upon termination of the Lease Agreement, shall, within ninety (90) days, remove its Communication System ("Removal Period").

14.2 If LESSEE breaches this Lease Agreement and abandons all or part of the Premises prior to the scheduled expiration of the Term of this Lease Agreement, then LESSOR may continue this Lease Agreement in effect by not terminating LESSEE's rights to possession of the Premises, in which event LESSOR may, at its option, enforce all of LESSOR's rights and remedies under this Lease Agreement, including, the right to recover the Minimum Annual Rent specified in this Lease Agreement as it becomes due.

14.3 LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the Removal Period, unless the Parties are negotiating a new lease agreement or lease agreement extension in good faith. In the event that the Parties are not in the process of negotiating a new lease agreement or lease agreement extension in good faith, LESSEE holds over in violation of paragraph 14.1, then the rent in effect payable from and after the time of expiration or earlier removal period set forth herein shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Lease Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Lease Agreement and LESSEE's rights hereunder, and any sale by LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of LESSEE in and to such right-of-way.

16. TITLE. LESSOR and LESSEE agree, at the request of either at any time during the term of this Lease Agreement, to execute a Memorandum of Lease or "short form" of this Agreement, which shall describe the Parties, set forth a description of the Premises, specify the term of this Lease Agreement, and incorporate this Lease Agreement by reference.

17. INTEGRATION. It is agreed and understood that this Lease Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Lease Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and

enforceability of the remaining provisions of this Lease Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights under the Lease Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California where the Property is located.

19. ASSIGNMENT.

19.1 This Lease Agreement may not be sold, assigned or transferred by LESSEE without approval or consent of LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Lease Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

19.2 LESSEE may not mortgage or grant a security interest in this Lease Agreement or LESSEE's Communication System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Lease Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: Acting City Manager
Arlene Salazar
City of Montebello
1600 West Beverly Boulevard

Montebello, California 90640

LESSEE: Attn: City Manager
Michael L Antwine II
City of Bell
6330 Pine Avenue
Bell, California 90201

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.
22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Lease Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Lease Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Lease Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease Agreement the sums paid by LESSEE to cure or correct such defaults.
23. FORCE MAJEURE. If either Party hereto is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lock-out, labor trouble, power failure, governmental moratorium, riot, insurrection, war, pandemic or other reason of a like nature not the fault of the Party delaying in performing work or doing any act required under the terms of this Lease Agreement, then performance and doing of such act will be excused for the period of such delay. The Parties understand and agree, the foregoing will not extend any period of time for the payment of Rent or other sums payable to either Party or any period of time for the written exercise of an option or right by either Party.
24. REMEDIES. In the event of a default by either Party with respect to a material provision of this Lease Agreement, without limiting the non-defaulting Party in the exercise of any right

or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease Agreement pursuant to Section 12, and/or pursue any remedy now or thereafter available to the non-defaulting Party under the laws or judicial decision of the State of California; provided, however, that each Party shall use reasonable efforts to mitigate their damages in connection with a default by the other Party.

25. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).
26. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.
27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communication System, antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease

Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease Agreement.

28. SUBMISSION OF LEASE. The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease Agreement and shall not invalidate the remaining provisions of this Lease Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Lease Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Lease Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease Agreement. This Lease Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by LESSEE in respect to its use of the Premises.
30. SURVIVAL. The provisions of the Lease Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease Agreement. Additionally, any provisions of this Lease Agreement which require performance subsequent to the termination or expiration of this Lease Agreement shall also survive such termination or expiration.
31. CAPTIONS. The captions contained in this Lease Agreement are inserted for convenience only and are not intended to be part of the Lease Agreement. They shall not affect or be utilized in the construction or interpretation of the Lease Agreement.
32. CO-LOCATABLE SITE. LESSEE agrees that the Lessee's Communication System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.
33. RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS. If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSOR; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Lease Agreement to LESSEE. In the

notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Lease Agreement upon written notice to LESSOR, without penalty or further obligation. Licensee shall be permitted to operate a temporary facility at the Property (e.g. cell on wheels) in a location reasonably approved by LESSOR during any such relocation; provided that Licensee has obtained all required Governmental Approvals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

LESSOR - CITY OF MONTEBELLO

Arlene Salazar, Interim City Manager

APPROVED AS TO LEGAL FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTEST:

Christopher Jimenez, City Clerk

LESSEE – CITY OF BELL

Michael L Antwine II, City Manager

APPROVED AS TO FORM:

Christy Marie Lopez, Assistant City
Attorney

ATTEST:

Angela Bustamante, City Clerk

EXHIBIT A

DESCRIPTION OF PREMISES

A radio tower is provided for installation of antennae or microwave.

A wiring raceway for wiring between antennae or microwave and equipment shelter.

A securable equipment shelter provided with environmental controls or heating ventilation and air conditioning (HVAC) equipment, primary power from a utility, a back-up power from a generator or alternative, fuel for the generator, and site security.

Twenty-four (24) a day access for emergency repair in the event of system failure, and/or maintenance.

EXHIBIT B

DESCRIPTION OF CITY PROPERTY

City of Montebello-Fire Department-Prime Radio Site

1343 North Montebello Boulevard
Montebello, CA 90640

EXHIBIT C

DESCRIPTION OF LESSEE'S COMMUNICATION SYSTEM

1. HP2-11 Microwave Antenna
2. PT820 RFU
3. PTP820 IDU

EXHIBIT D

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Lease Agreement, liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or lessees shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Lease Agreement, and no payments for services provided by LESSEE under this Lease Agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Lease Agreement entitling City to any and all remedies at law or in equity, including termination of this Lease Agreement. If proof of insurance required

under this Lease Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise City of any litigation that may affect these insurance policies.

EXHIBIT E
RENT SCHEDULE

E-1: Rent shall be paid in accordance with Sections 4 and 5 of the Lease Agreement.

E-2: The Parties hereto further agree that this Initial Five-Year Term Rent Schedule may be modified only by a written and executed amendment.

E-3: Should the parties exercise the option to extend the Lease Agreement as set forth in Section 3, a new Annual Minimum Rent schedule shall be negotiated by the Parties, and included as a “Revised” or “New” Annual Minimum Rent schedule to the Lease Agreement amendment.

Initial Five-Year Term	Annual Minimum Rent
Year 1 (July 1st – June 30th)	\$ 6,000.00
Year 2 (July 1st – June 30th)	\$ 6,000.00 + Applicable CPI Adjustment
Year 3 (July 1st – June 30th)	\$ 6,000.00 + Applicable CPI Adjustment
Year 4 (July 1 st – June 30 th)	\$ 6,000.00 + Applicable CPI Adjustment
Year 5 (July 1st – June 30th)	\$ 6,000.00 + Applicable CPI Adjustment



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS
BUSINESS DEVELOPMENT AGREEMENT NO. 14-19**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve, in the form as presented, a Second Amendment to Cannabis Business Development Agreement No. 14-19 ("Second Amendment") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action will not have any new fiscal impact to the City.

BACKGROUND/DISCUSSION:

On September 13, 2017, the City of Montebello adopted Ordinance Nos. 2399 and 2400 adding Chapters 5.90 and 17.71 to the Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance Nos. 2404 and 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

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conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney's Office have worked with said operators to finalize the conditional use permit applications and negotiate final development agreements, respectively. Prior to today's meeting, the City has already approved both the conditional use permit and development agreement for twenty-four (24) operators. Additionally, at the October 15, 2019 Planning Commission meeting, the Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration. On December 18, 2019, City Council approved the final four (4) cannabis development agreements for the four (4) operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019.

On February 3, 2020, City Council approved the transfer of, and/or modifications to, ownership of four (4) development agreements. However, one of the proposed new owners did not subsequently meet or complete the material conditions to execute the modification, therefore same became null and void and became subject to a new proposed transfer (i.e., Development Agreement No. 11-19). On May 27, 2020, City Council approved the transfer of, and/or modifications to, ownership of three (3) development agreements. On July 28, 2021 and November 10, 2021, City Council approved the transfer or, and/or modifications to, ownership, location, or approved cannabis use of three (3) development agreements on each of the listed dates.

One (1) proposed modification to a commercial cannabis Development Agreement is being presented for City Council's consideration at the meeting of September 27, 2023.

ENVIRONMENTAL:

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of the Second Amendment qualifies as a project pursuant to CEQA. As such, staff determined that the proposed project anticipated by the Second Amendment requires CEQA compliance. After a thorough examination of the

project application of the proposed facility, including, but not limited to, standard operating procedures (“SOPs”), security plan, site plan and environmental data form, staff determined that the project meets the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

Additionally, the project contemplated by Amendment No. 14-19 was already previously analyzed for environmental impacts and does not include any alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to occur in such zone and City staff has determined that such “project”, pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are alike in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, the proposed project has been approved as a conditionally allowed use by the Planning Commission, and a determination at that time was made that the project was categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts. None of the conditions described in CEQA Guidelines, requiring the preparation

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of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review.

Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreement from further CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for the development agreement has been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreement is a "project" that is subject to environmental review.

ANALYSIS:

Of the twenty-four (24) already approved Commercial Cannabis Business Development Agreements ("Development Agreements"), one (1) applicant with a fully executed Development Agreement submitted written application forms, with supporting documentation and application fees to the City, seeking a modification to its Development Agreement.

Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in the Development Agreement *without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71*. In addition, Article 2 of the Development Agreement, "Permitted Uses," allows for an Owner to apply for an amendment to the Agreement and issued Conditional Use Permit to add a permitted commercial cannabis activity *with the approval of the City's Planning Commission or City Council*, as required by Montebello Municipal Code Chapters 5.90 and 17.71.

The request before the City Council includes the transfer of ownership from Mr. Daniel Moon, to his wife Mrs. Haeng Ja Moon. Table 1, below, illustrates the Second Amendment to Commercial Cannabis Development Agreement that is being recommended for approval by the City Council:

TABLE 1 Second Amendment to Development Agreement Recommended for City Council Approval			
DA #	Applicant	CUP Approved Activity	Project Location
14-19	Medican Holdings, LLC	C/M/D/DR	7131 Telegraph Road

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Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

The applicant above is requesting an amendment to its Development Agreement for a transfer of ownership. This proposed change is found in Table 2.

TABLE 2 – Proposed Modifications			
DA #	Assignor	Type of Change	Proposed Owner(s) and Legal Entity (“Assignee”)
14-19	Daniel Moon Medican Holdings, LLC	100% Transfer of Ownership	Haeng Ja Moon Medican Holdings, LLC

In accordance with the terms of the Development Agreement, including Articles 19 and 2, the Applicant has provided to the City a written application form seeking a modification to the Development Agreement for City’s consent to assignment and transfer of ownership. The City has received an application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Applicant is a qualified applicant for purposes of the terms of the Development Agreement and the CUP.

SUMMARY:

Staff recommends that the City Council approve the Second Amendment to Development Agreement No. 14-19 for the transfer of ownership of a commercial cannabis business and adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for the project recommended for approval.

ATTACHMENT(S)

1. Attachment A_The Second Amendment DA 14-19_CC 09-27-2023

NEXT STEPS:

N/A

SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19

THIS SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 14-19 (the "Second Amendment") is entered into this _____ day of September, 2023, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, Daniel Moon of MEDICAN HOLDINGS, LLC ("Owner"), a California limited liability company, and Haeng Ja Moon of MEDICAN HOLDINGS, LLC ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as "Assignor." City, Owner and Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Second Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 14-19.

RECITALS

A. **WHEREAS**, on February 14, 2018, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS**, on June 13, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on March 4, 2019, Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS**, after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 14-19.

F. **WHEREAS**, on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19 BETWEEN THE CITY OF MONTEBELLO AND BELLO MONTE FARMS, LLC" (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS**, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS**, on November 10, 2021, the City Council approved the transfer of ownership of Bello Monte Farms, LLC to Medican Holdings, LLC by the First Amendment of Development Agreement 14-19; and

I. **WHEREAS**, it is the intention of Daniel Moon of MEDICAN HOLDINGS, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to Haeng Ja Moon of MEDICAN HOLDINGS, LLC ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

K. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7131 Telegraph Road with Assessor Parcel Number 6354-024-044 ("Property" or "Site").

L. **WHEREAS**, this Second Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS**, on September __, 2023 the City Council of the City of Montebello reviewed, considered, and approved this SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANABIS DEVELOPMENT AGREEMENT NO. 14-19, by and between the CITY OF MONTEBELLO, Assignor Daniel Moon of MEDICAN HOLDINGS, LLC ("Owner"), a California limited liability company, and Assignee Haeng Ja Moon of, MEDICAN HOLDINGS, LLC.

N. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq., have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act ("CEQA") requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this Second Amendment. In the event of any inconsistency between the Recitals and the provisions of this Second Amendment, herein below, said provisions of this Second Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and Corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interest, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Second Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. The Second Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the Second Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement

- 2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
- 2.6.c. Exhibit F: Conditions of Approval
- 2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.

Owner: **MEDICAN HOLDINGS, LLC**

Nature of Interest: *Lease for 3 years with no Option to Renew*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.2. Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this Second Amendment, Owner's day-to-day operations manager, Haeng Ja Moon, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3. Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Haeng Ja Moon, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4. Section 17. CUP Conditions of Approval.

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, collectively, MEDICAN HOLDINGS, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this Second Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this Second Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.5. Section 21. Notice.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notices, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any party hereto may at any time, by giving then (1) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Haeng Ja Moon Medican Holdings, LLC 7131 Telegraph Road Montebello, CA 90640
If to Landlord:	Daniel Moon Premium Investment Solutions, Inc.

4848 W Pico Blvd.
Los Angeles, CA 90019

Section 4: Effect of Second Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this Second Amendment are severable and separate, and should a legal challenge be brought challenging the Second Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “Second Amendment Effective Date” means the date on which all of the following are true: (i) this Second Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this Second Amendment have been submitted to the City; and (iv) Exhibits to this Second Amendment are finalized, and same have been provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this Second Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Second Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this Second Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this Second Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

David Torres
Mayor

Date: _____

MEDICAN HOLDINGS, LLC

Daniel Moon
Owner and Managing Member
[Assignor/Owner]

Date: _____

MEDICAN HOLDINGS, LLC

Haeng Ja Moon
Owner and Managing Member
[Assignee/New Owner]

APPROVED AS TO FORM:

City Attorney
City of Montebello

Date: _____



Exhibit D - Page 1 of 6
COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL)



Date (For reference only): February 1, 2023
Premium Investment Solutions ("Landlord") and
Medican Holding Inc. ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 7131
Telegraph Rd. Montebello, CA 91761 ("Premises"), which
comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further
description of the Premises.

2. **TERM:** The term begins on (date) February 1, 2023 ("Commencement Date").
(Check A or B):

☒ A. **Lease:** and shall terminate on (date) January 31, 2026 at 12:00 ☐ AM ☒ PM. Any holding over after the
term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in
paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and
conditions of this agreement shall remain in full force and effect.

☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☒ (1) \$ 15,000. per month, for the term of the agreement.

☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____.

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____.

B. Base Rent is payable in advance on the 1st (or ☒ 10) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month
shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) _____ at (address) _____, or at any other
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____.

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is
☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 15,000. as a security deposit. Tenant agrees not to hold Broker responsible for its return.
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord's Initials (for) (_____)
Tenant's Initials (me) (_____)

Reviewed by _____ Date _____



Exhibit D - Page 2 of 6

Premises: 7131 Telegraph Rd - Montebello, CA 92618 Date February 1, 2023

7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From	<u>2/1/23</u> To <u>3/1/23</u>	\$ <u>15,000</u>	\$ <u>15,000</u>	\$ _____	<u>2/1/23</u>
	Date Date				
B. Security Deposit		\$ _____	\$ _____	\$ _____	_____
C. Other:	_____	\$ _____	\$ _____	\$ _____	_____
	Category				
D. Other:	_____	\$ _____	\$ _____	\$ _____	_____
	Category				
E. Total:		\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 682.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as _____
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☒ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (*TL*) (_____)
Tenant's Initials (*TL*) (_____)

Premises: 7131 Telegraph Rd. Montebello, CA 92618Date February 1, 2023

- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relending the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ _____. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () ()Tenant's Initials () ()

Reviewed by _____ Date _____

Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date February 1, 2023

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials (*TL*) (_____)
 Tenant's Initials (*TH*) (_____)

Reviewed by _____ Date _____

Exhibit D - Page 5 of 6

Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date February 1, 2023

35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

4848 W. Pico Blvd.
Los Angeles, CA 90019

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of

(check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of

(check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (TL) (_____)
Tenant's Initials (TT) (_____)

Reviewed by _____ Date _____



Exhibit D - Page 6 of 6Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date February 1, 2023

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Medican Holding Inc. Date February 1, 2023(Print Name) Daniel Moon
Address 7131 Telegraph Rd City Montebello State CA Zip 90640

Tenant _____ Date _____

(Print Name) _____
Address _____ City _____ State _____ Zip _____Landlord Premium Investment Solutions Date _____
(owner or agent with authority to enter into this agreement)
Address 4848 W. Pico Blvd. City Los Angeles State CA Zip 90019Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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525 South Virgil Avenue, Los Angeles, California 90020



Reviewed by _____ Date _____



Exhibit E - Page 1 of 7

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 7131 Telegraph Rd Montebello, CA 90640

APN(s): 6354-024-044

Legal Property Owner Name: Premium Investment Solutions, Inc

I, Daniel Moon, Owner
Authorized Person First and Last Name Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Medican Holdings LLC, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: [Signature] Date: 5/13/2021

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Medican Holdings LLC
Phone Number: (323) 984-3870 Email: fgenerationinc@gmail.com

Check all that apply:

☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

ACKNOWLEDGEMENT

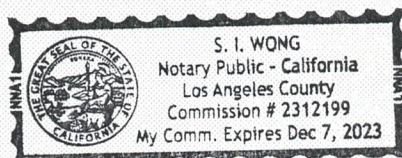
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA, County of LOS ANGELES
On MAY 13, 2021 (Date) before me S. I. WONG, Notary Public (Notary name)
personally appeared DANIEL YOUNG MOON (Property Owner Name), who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (Notary Public)

(Seal)





CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL)



Date (For reference only): January 30, 2020

Premium Investment Solutions ("Landlord") and
Medicann Holding Inc. ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 7131
Telegraph Rd. Montebello, CA 92618 ("Premises"), which
comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further
description of the Premises.

2. **TERM:** The term begins on (date) January 30, 2020 ("Commencement Date"),
(Check A or B):

☒ A. **Lease:** and shall terminate on (date) January 31, 2023 at 12 ☐ AM ☒ PM. Any holding over after the
term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in
paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and
conditions of this agreement shall remain in full force and effect.

☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☒ (1) \$ 15,000.00 per month, for the term of the agreement.

☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____

B. Base Rent is payable in advance on the 1st (or ☒ 10) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month
shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) _____ at (address)
_____, or at any other
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is
☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 15,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return.
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



CL REVISED 10/01 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Agent:
Broker:

Fax:

Exhibit E - Page 3 of 7

Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date January 30, 2020

7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>January 30, 2020</u> To <u>Feb 29, 2020</u>	Date	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>	\$ _____	<u>January 30, 2020</u>
B. Security Deposit		\$ _____	\$ _____	\$ _____	
C. Other: _____	Category	\$ _____	\$ _____	\$ _____	
D. Other: _____	Category	\$ _____	\$ _____	\$ _____	
E. Total:		\$ _____	\$ _____	\$ _____	

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ 0 per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ 0 per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 692.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as _____
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant ☒ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials () ()
Tenant's Initials () ()

Reviewed by _____ Date _____



Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date January 30, 2020

- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relending the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ _____. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (PL) (_____)
 Tenant's Initials (TC) (_____)
 Reviewed by _____ Date _____



7131 Premises: Telegraph Rd. Montebello, CA 92618 Date January 30, 2020

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. DISPUTE RESOLUTION:**

A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **-THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials [Signature] / _____ Tenant's Initials [Signature] / _____

Landlord's Initials ([Signature]) (_____)
 Tenant's Initials ([Signature]) (_____)

Reviewed by _____ Date _____



Premises: 7131 Telegraph Rd. Montebello, CA 92648 Date January 30, 2020

35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: 4848 W. Pico Blvd.
Los Angeles, CA 90019.

Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of

(check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (LM) (_____)

Tenant's Initials (TM) (_____)



Exhibit E - Page 7 of 7

7131 Premises: Telegraph Rd Montebello, CA 92618 Date January 30, 2020

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Medican Holding Inc. Date January 30th 2020
 (Print Name) Daniel Moon
 Address 7131 Telegraph Rd City Montebello State CA Zip 90640

Tenant _____ Date _____
 (Print Name) _____
 Address _____ City _____ State _____ Zip _____

Landlord Premium Investment solutions Date _____
 (owner or agent with authority to enter into this agreement)
 Address 4848 W Pico Blvd City LA State CA Zip 90019

Landlord _____ Date _____
 (owner or agent with authority to enter into this agreement)
 Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by _____ Date _____



**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 13-19

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING
CONDITIONAL USE PERMIT NO. CUP 14-19 TO ALLOW A
CANNABIS CULTIVATION, MANUFACTURING, DISTRIBUTION, AND
NON-STORE FRONT RETAIL DELIVERY LOCATED AT 7131
TELEGRAPH ROAD (APN 6354-024-044)**

WHEREAS, a Conditional Use Permit No. CUP 14-19 application was submitted by Ron Masaji with Bella Monte Farms, LLC. and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution, and Non-Store Front retail delivery located at 7131 Telegraph Road (APN 6354-024-044);

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, the Conditional Use Permit No. CUP 14-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist 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 of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, 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;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front retail is in compliance with the M-2 (Heavy Manufacturing) zone because:
 - a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted use in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.
 - b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.
3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.
4. Per MMC 17.71.010, the proposed use:
 - a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;
 - b. Would not adversely affect the general welfare of the surrounding property owners;
 - c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;
 - d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;
 - e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

1. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 14-19 to allow cannabis Manufacturing, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

14-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **July 2, 2021**. Otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.
4. Approval of CUP 14-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.
5. This approval under CUP 14-19 is for cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution and Non-Store Front delivery only that will occupy and existing 5,320 square-foot space of an existing commercial condominium building.
6. Bella Monte Farms, LLC. must be a registered business or entity with the Secretary of State of the State of California. If Bella Monte Farms, LLC. is not registered in the State of California, this application and approval is invalid.
7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.
8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.
9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.
10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.
11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security

cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.
13. The applicant's business of cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7131 Telegraph Road for acquisition or sale of any product.
14. The development and utilization of the subject site shall substantially conform to the plans submitted by applicant and date stamped May 28, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
15. Off-street parking. The existing building space consists of 5,320 sq. ft. and at 1 parking space per 500 sq. ft., 10 parking spaces are required. The project under CUP 14-19 provides the required 10 existing parking spaces.
16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 14-19).
17. All storage shall be maintained indoors.
18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 14-19) if sufficient cause is given.
20. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.
21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

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22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.
23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.
24. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.
25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).
26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.
30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.
31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit on the premises.
34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

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35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
37. The approval of this Conditional Use Permit (CUP 14-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.
38. The approval of this Conditional Use Permit (CUP 14-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.
40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.
42. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.
44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
45. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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46. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
49. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit.
50. All temporary signage is subject to the restrictions of the City's sign ordinance.
51. No coin operated games or video machines maintained upon the premises at any time.
52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.
53. Compliance with the current edition of the California Fire Code.
54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.
55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.
56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.
57. Compliance with all nationally recognized standards, laws, and ordinances.
 - i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.
 - ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate

Exhibit F - Page 9 of 9

the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

- iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.
- iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflected in the submitted security plan.
- v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.
- vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
- vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

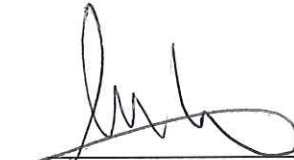
PASSED AND ADOPTED this 2nd day of July, 2019 by the Planning Commission.

AYES: Chair Mooradian, Vice Chair Aliksanian, Commissioner Lomeli, Commissioner Briseno, Commissioner Ramirez

NOES:

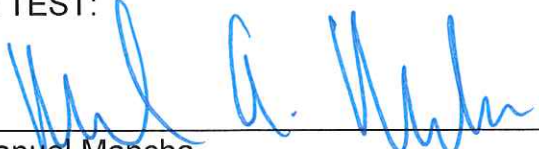
ABSENT:

ABSTAIN:



Sona Mooradian, Chair

ATTEST:



Manuel Mancha
Director of Planning and Community Development

Medican Holdings LLC Labor Peace Agreement

At this moment, Medican Holdings LLC does not have twenty (20) or more employees. However, Medican Holdings LLC will in good faith work with Teamsters Local 300 for the purpose of a labor peace agreement and shall enter into and provide the City of Montebello a copy of a labor peace agreement no later than one hundred and twenty days after Medican Holdings LLC reaches twenty (20) or more employees.

Medican Holdings LLC will abide by the terms of the labor peace agreement if and when so adopted in accordance with Sec. 6(h) of their Development Agreement.

Applicant Name: Medican Holdings LLC / Haeng Ja Moon

Signature: Theresa Moon

Date: 8-10-2023



[Signature]
8/10/2023



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Assistant Director

SUBJECT: APPROVE TASK NO. 1.1 UNDER MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ON-CALL ENGINEERING DESIGN SERVICES FOR MS4 NPDES PERMIT ADDITIONAL SERVICES

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Task Order No. 1.1 via an Engagement Letter under Master Retainer Agreement No. 4000 with KOA for Additional MS4 NPDES Permit Services in a not-to-exceed amount of \$185,087; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Contract Services Outside Contracts)
3. Authorize the Acting City Manager to execute the Contract Agreement, on behalf of the City; and
4. Take such additional, related, action that may be desirable

FISCAL IMPACT:

On November 6, 2018, Los Angeles County voters successfully passed Measure W – the Safe, Clean Water Program (SCWP). Measure W established a parcel tax to fund projects and programs throughout the County to improve the quality of storm water runoff. The first annual parcel tax was collected on the tax bills for Fiscal Year 2019-20.

Following the tax collection, SCWP revenues will be allocated as follows: 1) Ten percent (10%) to the Los Angeles County Flood Control District (LACFCD); 2) Forty percent (40%) to the municipalities within the District; and 3) Fifty percent (50%) to the nine watershed areas to fund regional watershed-based multi-benefit projects to be

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 2 of 3

implemented by project developers, and to provide technical resources, and conduct scientific studies.

It is recommended that the City Council amend the FY 2023-24 adopted budget to increase appropriations by \$40,000 in the Measure W Fund (Fund 229). The City receives approximately \$900,000 in annual revenue from Measure W recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The total estimated expense for the additional services is \$185,087 and will be recorded in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Contract Services Outside Contracts).

As part of developing the FY 2023-24 budget, additional appropriations were included in Fund 229 for anticipated projects and related clean-water tasks. Some of these projects are on hold and therefore, appropriations are available for the services to be provided by KOA under Task Order 1.1. Therefore, only \$40,000 in additional appropriations is needed for the intended scope of services.

BACKGROUND/DISCUSSION:

Architectural and Engineering Services

On June 22, 2022, the City Council approved Master Retainer Agreement No. 4000 with KOA for on-call engineer design services. KOA was one of the three companies selected from the On-call Architectural and Engineering Design Services Bench List in response to RFP No. 22-8, a qualification-based selection. The recommended engagement Letter is Task No. 1.1, Addendum No. 1 for KOA. Refer to "Attachment A, Engagement Letter" for the scope of services and project fee.

The additional services consist of on-call regulatory water quality engineering design, coordination and management, and permit compliance with Los Angeles Regional Water Quality Control Board (LARWQCB) Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES).

The recommended additional Professional Engineering on-call Services, permit compliance and stormwater program task implementation will help the City comply with the NPDES requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will execute the contract agreement with KOA, Inc. and coordinate the necessary requirements for the City to comply with the

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 3 of 3

NPDES permit. In addition, the recommended actions will amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Contract Services Outside Contracts)

ATTACHMENT(S)

1. Attachment A-Engagement Letter_(KOA)_Task 1

NEXT STEPS:

N/A



Date: 9/19/2023

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: ON-CALL ENGINEERING SERVICES FOR ADDITIONAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) NPDES PERMIT SERVICES ADDENDUM NO.1
MASTER RETAINER AGREEMENT NO. 4000
TASK NO. 1.1**

The purpose of this Engagement Letter is to allow the City of Montebello (the "City") to engage KOA Corporation (the "Consultant") to provide additional on-call Regulatory Water Quality Engineering Design Services, and Municipal Separate Storm Sewer System (MS4) NPDES Permit Services (the "Services" or "Project") pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 4000) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, "Original Scope of Services" and Exhibit B "Additional Scope of Services" of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit B, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of One Hundred Eighty-Five Thousand, Eighty-Seven Dollars and Zero Cents (\$185,087.00), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit C.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit B shall not be substituted unless prior written authorization is given by the City's Director of Public Works / City Engineer (the "Director"). 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 Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO
(the "City")

MARK THOMAS
(the "Consultant")

By: _____
Arlene Salazar, Acting City Manager

By: _____

ATTEST:

Christopher Jimenez,
City Clerk
APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Original Scope of Services
2. Exhibit B – Scope of Services
3. Exhibit C – Fee Schedule

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO



August 8, 2022

James Enriquez, PE
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

**Subject: Engineering Services Proposal for Municipal Separate Storm Sewer System (MS4)
NPDES Permit Services**

Dear Mr. Enriquez,

KOA Corporation (KOA) is pleased to submit the enclosed proposal to provide On-Call Regulatory Water Quality Engineering Design, Los Angeles Regional Water Quality Control Board (LARWQCB) Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit Compliance Services to the City of Montebello. CWE, KOA's stormwater sub-consultant, will be performing these services through our on-call agreement with the City. The enclosed proposal presents our scope of work and fee estimate.

SCOPE OF WORK

During our August 2, 2022 telephone call, several areas of interest, to City Staff, were identified to and by CWE, which they will further investigate and assess so that subsequent work priorities can be determined. Once given a Notice to Proceed (NTP), CWE will begin the following tasks:

- Administrative Order on Consent (AOC) Corrective Action Plan development
- Identify Upper Los Angeles River (ULAR) Watershed Management Program (WMP) needs
- Assess Safe Clean Water Program Municipal Program Transfer Agreement status
- Initiate development of structurally deficient catch basin design documents

CWE assumes that the City provided documents, inventories, and representations are accurate and correctly reflect agency conditions. CWE is not responsible for any fines or enforcement actions by the relevant environment regulatory agencies.

FEE ESTIMATE

KOA and CWE will perform the work specified in the scope above based on the time and materials fee not to exceed **\$45,000.00**.

STAFFING

Giuseppe Canzonieri, PE will be the KOA Project Manager for this project. If you have any questions about this proposal and our scope of services, please contact him at (323) 260-4703 or via email at gcanzonieri@koacorp.com.

Gerald Greene, PE, QEP, QSD/P will be the CWE Project Manager for this project. Gerald can be reached at (714) 526-7500 Ext. 207 or via email at ggreene@cwecorp.com.



AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA Corporation

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

Giuseppe Canzonieri, PE
Vice President / Senior Engineer

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY



May 24, 2023

James Enriquez, PE
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

**Subject: Engineering Services Proposal for MS4 NPDES Permit Services
Addendum No. 1 –Additional Services**

Dear Mr. Enriquez:

KOA Corporation (KOA) is submitting the enclosed proposal to provide additional On-Call Regulatory Water Quality Engineering Design, Los Angeles Regional Water Quality Control Board (LARWQCB) Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit Compliance Services for the City of Montebello. CWE, KOA's stormwater sub-consultant, will continue to provide these services through our on-call agreement with the City. The scope of work is provided below for review by the City, followed by a fee estimate.

SCOPE OF WORK

See CWE proposal in **Attachment A** for scope of work.

FEE ESTIMATE

The KOA Team will perform the work specified in the scope of work based on the time and materials fee not to exceed **\$185,087.00**.

 DELIVERABLES	KOA			SUB	TEAM TOTAL
	PM / Senior Engineer II	Admin Assistant II	KOA TOTAL	CWE	
Hourly Rates (Fully Burdened)	\$218.00	\$103.00		Stormwater	
ADDITIONAL SERVICES					
Tasks 1 - 10: See CWE Proposal				\$179,999.00	\$179,999.00
Project Management	12	24	\$5,088.00		\$5,088.00
TOTAL ADDITIONAL SERVICES	12	24	\$5,088.00	\$179,999.00	\$185,087.00

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA | A Lochner Company

Giuseppe Canzonieri, PE
Managing Director | Senior Engineer

ATTACHMENT A
CWE PROPOSAL



CWE
1561 E. ORANGETHORPE
AVENUE
SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

May 17, 2023

EMAIL

Mr. Giuseppe Canzonieri, PE
KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754

Municipal Separate Storm Sewer System (MS4) NPDES Permit Services

Dear Mr. Canzonieri,

Following an April 19, 2023, phone call with Ms. Rita Montalvo, the City of Montebello Assistant Public Works Director, CWE appreciates this opportunity to offer the following Los Angeles Regional Water Quality Control Board (LARWQCB) Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit Compliance On-Call Services proposal. Following your Letter of Engagement and Notice to Proceed (NTP) receipt, CWE will continue to, or newly begin, offering the following services at the direction, and in collaboration with, the City Project Manager:

Task 1 – Meetings

During the last six months, City of Montebello staff have informally met monthly, in person or online, with the CWE Project Manager to discuss LARWQCB MS4 NPDES Permit compliance priorities and stormwater program task implementation, by City and consultant staff. As a Permittee, the City is a member of the Los Angeles Permit Group (LAPG), led by the Los Angeles County Public Works, which meets online at 1:30 pm on the second Wednesday of even numbered months. In 2013, the City of Montebello joined, and continues as a member of, the Upper Los Angeles River (ULAR) Watershed Management Program (WMP) Group, led by the City of Los Angeles. We understand that the City Council will soon consider a July 1, 2023, to June 30, 2026, Cost Sharing Memorandum of Agreement (MOA), in the amount of \$86,590, for continued ULAR WMP Group Coordination, WMP Progress and MS4 Permit Compliance Reporting, and Coordinated Integrated Monitoring Program (CIMP) Plan Implementation services. The ULAR WMP Group normally meets monthly, while Load Reduction Strategy (LRS), LRS Alternative (LRS-Alt), Fire Effects Study, Zinc Recalculation, and Pre-Stormwater Implementation Plan (Pre-SIP) Technical Subcommittees, all of which are likely to impact permit compliance, are now meeting less frequently. Since meeting participation allows CWE to identify cost-effective implementation strategies, for City consideration, we have budgeted eighty (80) hours for remote meetings and follow-up activities.

Task 2 – Los Angeles River Trash TMDL Implementation

The LARWQCB first adopted the Los Angeles River Trash Total Maximum Daily Load (LAR TTMDL) on January 25, 2001, as an outcome of a March 22, 1999, United States Environmental Protection Agency (USEPA) and local environmental Non-Governmental Organizations (NGOs) Consent Decree; with

subsequent amendments through 2019. Due to the “zero” Waste Load Allocation (WLA), measured by weight or volume, that became effective as of October 2015, compliance is demonstrated by: 1) Daily Generation Rate (DGR) studies; 2) LARWQCB approved alternative studies showing >98% trash load reduction; or 3) the installation of Full Capture Systems (FCSs), such as Connector Pipe Screens (CPSs) in catch basins. As summarized in Table F-23 of the LARWQCB 2021 MS4 NPDES Permit, Permittees primarily implemented the LAR TTMDL using the latter approach and most of the eleven hundred catch basins in the City were retrofitted, using support from the Ocean Protection Council (OPC) and Gateway Water Management Authority (GWMA), by 2011. The remaining catch basins were found structurally deficient to accept CPS and costly to redesign, permit, and reconstruct. From August 25 to October 29, 2020, a USEPA contractor audited the City LAR TTMDL program and noted these deficiencies, resulting in the negotiation and April 28, 2022, execution of an Administrative Order on Consent (AOC) between the City and USEPA. Structural deficiencies again limited CPS retrofitting and LAR TTMDL attainment to about half of the catch basins anticipated in the AOC and a new implementation schedule is needed.

As a desktop effort, CWE will unify and where possible reconcile the data within the several conflicting City catch basin and LAR TTMDL FCS inventories, then develop a proposed schedule for phased design, permitting, construction bid package development, contract award, and reconstruction of the remaining structurally deficient catch basins for City staff and USEPA consideration. Once the schedule is approved, CWE will initiate design and permitting activities for the first tranche of catch basin reconstruction projects, with the intent of progressing with subsequent activities and reconstruction phases during the following years and under more clearly defined budgets.

City Staff are also responsible for implementing the Grant Rea Memorial Park Trash Minimum Frequency of Assessment and Collection (MFAC) Program Plan, developed by others but provided by CWE to Staff, and prepare the required July Annual Data Report. This Plan was also to be submitted to the LARWQCB, for review and approval, following their Waiver of Waste Discharge Requirements (W-WDR) adoption. CWE would review the Staff Draft Annual Data Report, provide implementation guidance as needed, and, if necessary, revise the Plan to conform with Board directions and further facilitate cost-effective staff implementation and reporting.

CWE will provide up to one hundred fifty (150) hours of LAR TTMDL compliance services including: 1) LAR TTMDL Annual Compliance Reporting; 2) Reconciliation of conflicting catch basin compliance status inventories; 3) USEPA AOC phased compliance schedule development and updating; 4) Rea Park MFAC implementation assistance; and 5) Data collection, design, and initial permitting application development for an initial tranche of structural deficient catch basins to support future reconstruction bid documents.

Task 3– Industrial/Commercial (I/C) Facilities Program

The 2001 MS4 NPDES Permit required Permittees to conduct industrial and commercial facility pollutant source control inspections and further refer to Board Staff those, regulated under the State Industrial General Permit (IGP), who have not obtained IGP coverage. Implementation of an I/C facility inspection tracking database, and other requirements, were added in the 2012 MS4 NPDES Permit, and the interval between inspections shortened to two years under the current 2021 LARWQCB MS4 NPDES Permit. During the prior six months, CWE developed the required tracking database, populated it with nearly two hundred fifty (250) inspection action records, including over one hundred sixty (160) conducted by CWE, however, nearly one hundred forty (140) inspections must still be completed by September 10, 2023, and preferably before the MS45 NPDES Permit reporting period conclusion on June 30, 2023.

Following Permit I/C Facilities Program and Progressive Enforcement requirements, found in Parts VIII.E and VIII.B respectively, CWE would notify the approximately one hundred forty (140) remaining I/C Facilities, using the City approved verbiage and letterhead sent by United States Postal Service (USPS) first class mail, of our planned inspection, then conduct up to two hundred (200) initial and progressive enforcement inspections. Scanned forms, images, and enforcement notifications, would then be digitally provided to the City, as last occurred on February 2, 2023, along with the updated GIS-based inventory.

Task 4 – Redevelopment Planning

CWE would provide up to thirty-six (36), less than five (5) acre, Priority Development Project (PDP) Plan or General Construction Permit (GCP) Storm Water Pollution Prevention Plan (SWPPP) plan checks under the direction of a state certified Qualified SWPPP Developer or Practitioner (QSD/P). Written comments are normally returned, as a Portable Document Format (PDF) file, within two (2) weeks of Plan receipt by CWE, although extensions may be necessary when preparing other compliance submittals. Review time would be reported to the City Project Manager, upon request, to facilitate recharging to the project proponents. Available required data would be inserted into the Watershed Reporting Adaptive Management & Planning System (WRAMPS) or other Permit-compliant GIS-based tracking database and annually provided to the City for WMP progress and compliance reporting or regulatory audits.

Task 5 – Redevelopment Construction Inspections

CWE will provide up to twelve (12) MS4 Permit PDP, Erosion and Sediment Control (ESCP), Construction General Permit (CGP), or City Project BMP inspections, under the direction of a CWE QSD/P. Correction or violation notices with images, that result from these inspections, will be forwarded to City for signature and delivery. Inspection data will be provided to the City Project Manager within one week of inspection.

Task 6 – Post- Construction CGP/BMP Inspections

On March 21, 2023, CWE provided City Staff with WRAMPS reporting forms (bulk upload templates) that are needed for the June ULAR WMP Group Progress Report. Based on these data and Priority Project, CGP, SUSMP, SWPPP, BMP design, or maintenance covenants, approved and made available by the City, CWE inspectors will provide up to twelve (12) inspections to assess post-construction BMP maintenance and effectiveness; based on Best Professional Judgment (BPJ) of visible site characteristics. CWE will record our Post-Construction BMP inspection observations and tracking data, as identified in the MS4 Permit, and provide the City with GIS shape and database files. Finally, CWE will provide the City with digital photographs, completed inspection forms, and any corrective enforcement actions initiated.

Task 7 – City Staff and Contractor Training

Part VIII.A.3 of the 2021 LARWQCB MS4 NPDES Permit requires City Staff and contractors be trained in: Pesticide/Fertilizer Source Controls; Illicit Discharge Detection and Elimination (IDDE); Construction and Erosion Source Controls; and Industrial/Commercial (I/C) Facilities Programs. Based on Supervisorial scheduling, either at the beginning or end of a shift for staffing efficiency, a QSD/P or QISP-certified Senior CWE Manager, experienced with both private and public agency examples, will make an engaging, locally relevant, Microsoft Office Power Point® presentation to up to twenty city staff either remotely or at a city facility with adequate equipment. The presentation will begin with regulatory rationale and requirements, before moving on to case studies. Six slide per page handouts will be distributed for those

wishing to take notes and a participation sign-in sheet distributed for Annual Report inclusion. Attendees will be encouraged to ask questions, resulting in an informative session that maintains staff attention.

Task 8 – Public Information and Participation Program (PIPP)

Part VIII.D of the 2021 LARWQCB MS4 NPDES Permit identifies the need for “culturally effective”, such as Asian or Hispanic language, outreach efforts and materials to control specific exemplary and locally relevant categories of stormwater pollutants; including documentation and informative tracking of those cumulative activities. CWE will meet with City Staff to review the previously prepared outreach materials and determine how they might be revised to better convey city goals and objectives, then revise and distribute those materials during I/C, construction site, post-construction BMP, and IDDE inspections.

Task 9 – Illicit Discharge Detection Elimination (IDDE) Investigations

CWE will provide up to twenty-four (24) hours of timely, remote, or onsite IDDE support services on a 24 hour per day/365 day per year basis; emphasizing public outreach, BMP recommendation, and permit reporting. Enforcement would remain the responsibility of City Code Enforcement.

Task 10 – WMP Progress and MS4 Permit Annual Reporting

For each July first to June thirtieth service period, CWE will assist City Staff in preparing the two required WMP Progress Report submittals, due to the Board on June and December fifteenth, and the Annual MS4 Permit Compliance Report due on December fifteenth. As a member of the ULAR WMP Group, City draft submissions are typically due three months before the Board dates and only limited revisions are allowed during the final month. CWE will transcribe raw City data using the, then current, Los Angeles County Watershed Reporting Adaptive Management & Planning System (WRAMPS2) application, resorting to Microsoft Word®, Excel®, and PDF file formats, as necessary for assisting City Staff in making timely progress. Access to the electronic version of the final, submitted reports will be provided to City Staff.

Fee and Assumptions

Other than December 2024 Annual Report preparation, CWE anticipate completing the identified tasks by June 30, 2024. We will utilize the following proposal assumptions to avoid confusion:

- This proposal does not address separate agreements between the City and any WMP Group or the San Gabriel Valley Council of Governments (SGVCOG) on behalf of a WMP Group.
- This proposal responds to tentatively identified City compliance priorities.
- Confined space entry of MS4 facilities is unnecessary and outside of our Scope of Work.
- Installation of FCS CPS will be addressed through the City Capital Improvement Program (CIP) and our work excludes geotechnical, permitting, hydrologic, and hydraulic analyses.
- Development of an alternative WMP implementation strategy is beyond this Scope of Work.
- City provided documents, inventories, and representations accurately reflect agency conditions.
- CWE is not responsible for regulatory and resource agency enforcement actions.
- City Encroachment or Access Permits will be issued as no fee Permits.

Mr. Giuseppe Canzonieri, PE

May 17, 2023

Page 5

Following NTP receipt, CWE will begin these MS4 NPDES Permit Services, on a time and materials basis, following our 2023 rates, for a not to exceed fee of \$179,999.00. An anticipated task effort, staff level assignment, and cost allocation spreadsheet is provided below for reference and can be separately provided as a PDF file. This proposal offer is valid for thirty (30) days. If any questions arise, please feel free to reach out to me at (714) 526-7500 Ext. 207 or gggreen@cwecorp.com.

Respectfully submitted,



Gerald Greene, DEnv, PE, QEP, QSD/P
CWE Director, Stormwater



City of Montebello Municipal Separate Storm Sewer System (MS4) NPDES Permit Services

Professional Service Fee

Prepared by CWE on 05/16/2023

First Year Fee

		Principal	Sr. Project Manager	Senior Engineer	Staff Engineer	Senior Env Scientist	Env Scientist	Env Analyst	Licensed Surveyor	CAD Designer	Admin Assistant	Mileage	ODCs
Task	Total	\$309	\$296	\$184	\$152	\$183	\$140	\$103	\$197	\$99	\$124	\$0.655	
1 Meetings	\$17,256		46				26						
2 LAR Trash TMDL Implementation	\$25,374		12	20	48				32	40		300	\$385
3 Industrial/Commercial Facilities Program	\$24,008		8				40	150				900	
4 Redevelopment Planning	\$60,039	3	90				216				18		
5 Redevelopment/Construction Inspections	\$10,430		12				48					240	
6 Post-Construction BMP Inspections	\$10,430		12				48					240	
7 City Staff and Contractor Training	\$9,855		12			16		32				120	
8 Public Information and Participation Program	\$4,675		4			8		16				240	\$221
9 IDDE Investigations	\$4,684		4			4	16					240	\$370
10 WMP and Annual Report Assistance	\$13,248		16			24		40					
Total Fee and Hours - First Period Fee	\$179,999	3	216	20	48	52	394	238	32	40	18	\$1,493	\$976

All Direct Expense Costs are billed at Cost + 10%

SCHEDULE OF BILLING RATES FOR RFP 22-8
**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES**
CITY OF MONTEBELLO
JUNE 2, 2022

KOA Corporation

2022 - 2024 Hourly Billing Rates

Professional Services	2022 Rates	2023 Rates	2024 Rates
President/CEO	\$325	\$341	\$358
Principal II	\$305	\$320	\$336
Principal I	\$260	\$273	\$287
Senior Engineer II	\$249	\$261	\$275
Senior Engineer I	\$208	\$218	\$229
Senior Associate Engineer II	\$162	\$170	\$179
Senior Associate Engineer I	\$145	\$152	\$160
Associate Engineer II	\$133	\$140	\$147
Associate Engineer I	\$115	\$121	\$127
Senior Designer II	\$150	\$158	\$165
Senior Designer I	\$133	\$140	\$147
Associate Designer II	\$116	\$122	\$128
Associate Designer I	\$87	\$91	\$96
Senior Planner II	\$249	\$261	\$275
Senior Planner I	\$208	\$218	\$229
Senior Associate Planner II	\$162	\$170	\$179
Senior Associate Planner I	\$145	\$152	\$160
Associate Planner II	\$133	\$140	\$147
Associate Planner I	\$116	\$122	\$128
Senior Construction Manager	\$190	\$200	\$209
Construction Manager	\$175	\$184	\$193
Senior Construction Inspector	\$140	\$147	\$154
Construction Inspector	\$135	\$142	\$149
Administrative Assistant II	\$98	\$103	\$108
Administrative Assistant I	\$76	\$80	\$84
Intern	\$64	\$67	\$71

General Provisions:

- Project reimbursable expenses are billed at cost.
- Project expenses include: Non-commuter automobile mileage (\$0.585 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- Telephone, equipment, and fax are included in the above hourly costs.
- Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.



KDM Meridian Fee Schedule

(Rev. Ver. 220315_P2205-13)

Subconsultant to:	KOA Corporation
Rates for:	City of Montebello On-Call Architectural and Engineering Design Services RFP No. 22-8
Issuing Agency:	City of Montebello
Discipline:	Land Survey & Mapping
Valid Period:	2022 thru 2024 (Initial Term of Agreement)

Professional Services

Schedule Category	2022	2023	2024
Principal	\$225.00	\$237.00	\$248.00
Project Manager	\$210.00	\$220.00	\$232.00
Project Surveyor (Survey Map/Document Review Supervision)	\$195.00	\$204.00	\$215.00
Survey Technician (Survey Map/Document Review)	\$157.00	\$165.00	\$173.00
Clerical / Administration / Technical Aide	\$ 90.00	\$ 94.00	\$ 99.00
Expert Witness (4 Hour Minimum)	\$420.00	\$441.00	\$463.00
Survey Crew (1-person) (Prevailing Wage)	\$215.00	\$226.00	\$237.00
Survey Crew (2 persons) (Prevailing Wage)	\$330.00	\$347.00	\$364.00
Survey Crew (3 persons) (Prevailing Wage)	\$460.00	\$485.00	\$507.15

Reimbursables

Schedule Category	Rate
Rental of Special Equipment or Special Supplies	Cost + 5%
Subconsultants	Cost + 5%
Agency Fees	Actual Cost
Airfare	Cost + 5%
Per Diem (Meals & Lodging)	GSA Published Rates

Miscellaneous Fee Schedule Terms

Fee Schedule Terms and Conditions
A minimum of 4 hours per day will be charged for survey crews.
Over-time will be charged at 1.35 times the regular rate.
Double-time will be charged at 1.75 times the regular rate.
The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding meal breaks.

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Irvine, CA 92614
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Schedule of Fees 2022 - 2023

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 350.20
10001	Principal Engineer/Geologist	\$ 247.20
10017	Metallurgical Engineer	\$ 360.50
70000	Registered Geotechnical Engineer	\$ 242.05
10010	Technical Advisor	\$ 236.90
10011	Material Scientist, Welding/NDT Consultant	\$ 247.20
70003	Registered Geologist/Certified Engineering Geologist	\$ 242.05
10003	Senior Engineer/Geologist	\$ 216.30
10009	Registered Civil Engineer	\$ 211.15
60003	Roofing/Waterproofing Consultant	\$ 236.90
10013	Project Engineer/Manager	\$ 206.00
30000	Quality Control Manager	\$ 195.70
10005	Senior Staff Engineer/Geologist	\$ 190.55
10007	Staff Engineer/Geologist	\$ 185.40
10015	Quality Control Administrator	\$ 175.10
10019	Metallurgical Technician	\$ 149.35
90001	CADD Operator/Draftsperson	\$ 135.96
95103	Office Support/Clerical	\$ 97.85
70107	Field Supervisor	\$ 169.95
91030	Safety Supervisor	\$ 169.95
20000	Laboratory Manager	\$ 154.50
98000	Laboratory Technician	\$ 128.75
90005	Expert Witness Testimony	\$ 597.40
91010	Qualified SWPPP Developer	\$ 190.55
91000	Qualified SWPPP Practitioner	\$ 175.10
30001	Vibration Engineer	\$ 216.30

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 128.75
10103	Prestressed/Post Tensioned Inspector	\$ 128.75
10105	Concrete ICC Inspector	\$ 128.75
10109	Drilled-In-Anchors Inspector	\$ 128.75
10111	Gunite/Shotcrete Inspector	\$ 128.75
10113	Masonry Inspector	\$ 128.75
10201	Structural Steel/Welding Inspector	\$ 128.75
10203	AWS Certified Welding Inspector	\$ 128.75
10207	Fireproofing Inspector	\$ 128.75
10501	Lead Inspector	\$ 131.84
10115	Firestop Special Inspector - IFC Premier	\$ 146.26
10117	Firestop Special Inspector - IQP	\$ 192.61
70109	L.A. Deputy Grading Inspector	\$ 133.90
75001	Asphalt Field and Plant Inspector/Technician	\$ 128.75
70103	Pile Driving Inspector	\$ 128.75
70101	Soils Technician	\$ 128.75
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 128.75
10122	Wood Framing Inspector	\$ 128.75
60001	Roofing/Waterproofing Inspector	\$ 135.96
10500	Public Works Inspector	\$ 146.26
10515	Mechanical Inspector	\$ 154.50
10519	Electrical Inspector	\$ 154.50
10521	Plumbing Inspector	\$ 154.50
10523	Building Inspector	\$ 154.50
30002	Vibration Monitoring Technician	\$ 149.35
50003	Field Engineering Technician	\$ 128.75

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 128.75
10309	Batch Plant Quality Control Technician/Inspector	\$ 128.75
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 128.75

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 133.90
10403	NDE Magnetic Particle Testing Technician	\$ 133.90
10405	NDE Dye Penetrant Testing Technician	\$ 133.90
10305	Combination NDE Technician/Welding Inspector	\$ 133.90
10409	Radiographic Testing (crew of 2)	\$ 360.50
10020	NDE Engineer	\$ 226.60

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 41.20
95309	Torque Wrench, Small	\$ 15.45
95312	Torque Wrench, Large	\$ 25.75
95315	Torque Multiplier	\$ 41.20
95321	Air Meter	\$ 20.60
95322	Unit Weight Bucket	\$ 30.90
95323	Field Concrete Scale	\$ 30.90
95324	Brass Mold	\$ 20.60
95343	Nuclear Gauge (Per Hour)	\$ 10.30
95319	Sand Cone Density Test Equipment	\$ 51.50
95333	Pull Test Equipment	\$ 61.80
95348	Concrete/Asphalt Coring Equipment	\$ 618.00
95327	Pachometer	\$ 56.65
95336	Floor Flatness (Dipstick)	\$ 51.50
95330	Schmidt Hammer	\$ 30.90
95341	Vapor Emission Test Kits	\$ 30.90
95342	Relative Humidity Probe	\$ 61.80
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 360.50
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 36.05
95300	A Scan Ultrasonic Equipment and Consumables	\$ 77.25
95303	Magnetic Particle Equipment and Consumables	\$ 41.20
95306	Liquid Penetrant Consumables	\$ 36.05
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 61.80
95347	Ground Penetrating Radar	\$ 309.00
95345	Impact Echo	\$ 360.50
95362	Ultrasonic Tomography	\$ 463.50
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	\$ 123.60
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	\$ 72.10
95367	Half-cell Potential Equipment Set	\$ 360.50
95368	Concrete Electrical Resistivity Meter	\$ 164.80
95369	Field Hardness (Steel)	\$ 103.00
95370	Coating Thickness Gauge	\$ 103.00
95373	Wood Curing Box (One-Time Fee/Per Box)	\$ 618.00
95371	Temperature Control Curing Box (Per Month)	\$ 463.50
95372	Temperature Matching Curing Box (Per Month)	\$ 535.60

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 28.84
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ -
20103/	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	\$ 77.25
20104	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ -
20107	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 144.20

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours)	\$ 566.50
	All others by quotation	\$ -

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 41.20
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 36.05
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 87.55
20205	Core Compression including Trimming (ASTM C42)	\$ 77.25
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 103.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 97.85
20211	Modulus of Elasticity Test (ASTM C469)	\$ 283.25
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 535.60
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 535.60



Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 824.00
40007	Flexural Toughness (ASTM C1550)	\$ 515.00
40006	Double Punch Strength of Fiber Reinforced Concrete	\$ 515.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 618.00
40012	Bulk Electrical Resistivity (ASTM C1876)	\$ 123.60

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 41.20
20157	Coring of Specimens in Lab (Each)	\$ 41.20
20159	Grinding of Concrete Below 6000 psi Strength (Each)	\$ 61.80
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	\$ 92.70

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30216	Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 51.50
30217	Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 61.80
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 103.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 118.45
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 293.55
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 108.15
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 144.20
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 540.75
30203	Concrete Mixture Design for Preconstruction Evaluation and Backup Data Development	\$ 257.50
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 515.00
30230	Additional Reading, Per Set of Three Bars	\$ 46.35
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 30.90
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 185.40
30209	Bleeding (ASTM C232)	\$ 154.50
30229	Concrete Restrained Expansion (ASTM C878)	\$ 618.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	\$ 566.50
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 566.50
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 824.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 5,665.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,184.50
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	\$ 8,240.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 149.35
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	\$ 175.10
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,678.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	\$ -
	Each, One Sample	\$ 2,472.00
	Each, Two or More Samples	\$ 2,163.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,339.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 695.25
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 695.25

Task Code	Physical and Chemical Analysis of Cement, Continued	Rate
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 695.25
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 months	\$ 2,781.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	\$ -

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,300.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 206.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 216.30
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 164.80
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 566.50
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 669.50
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 3,605.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 180.25
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 206.00
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 180.25
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 283.25
70393	Collapse Potential/Index (ASTM D5333)	\$ 231.75
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 108.15
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 200.85
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 46.35
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 252.35
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 180.25
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ 252.35
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 231.75
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 200.85
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 216.30
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 175.10
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ 195.70
30507	Flat and Elongated Particle (ASTM D4791)	\$ -
30508	Flat or Elongated Particle (ASTM D4791)	\$ 247.20
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 216.30
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 195.70
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 66.95
70336	Maximum Density: Vibratory Table (ASTM D4253)	\$ 200.85
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 355.35
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 25.75
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 30.90
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 41.20
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ 283.25
30401	Organic Impurities (ASTM C40, CTM 213)	\$ -
70343	Permeability (ASTM D5084)	\$ 360.50
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	\$ 92.70
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	Quotation

Task Code	Soils and Aggregate Tests, Continued	Rate
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 927.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,781.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 2,987.00
70397	Potential Reactivity of Aggregate Combination, non-standard method; 14-Day Exposure, Mortar (after ASTM C1567)	\$ 1,030.00
70392	Potential Reactivity of Aggregate Combination, non-standard method; 28-Day Exposure, Mortar (after ASTM C1567)	\$ 1,081.50
70345	R-Value: Soil (ASTM D2844, CTM 301)	\$ 453.20
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 504.70
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 128.75
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 92.70
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	\$ 257.50
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	\$ 247.20
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 154.50
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 123.60
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 247.20
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 242.05
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 463.50
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 103.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 169.95
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 154.50
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 195.70
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 128.75
30319	Void in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 128.75
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	\$ 422.30
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	\$ 211.15

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 128.75
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 180.25
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	\$ 56.65
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 82.40
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 164.80
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 164.80
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 221.45
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 360.50
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 252.35
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 221.45
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 221.45
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, D2726)	\$ 216.30
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, D2726)	\$ 221.45
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 briquette (ASTM D6925, D2726)	\$ 82.40
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Paraffin, 1 briquette (ASTM D1188, D6925)	\$ 92.70
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 164.80
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 82.40
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, D6927)	\$ 236.90
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D5581, D6925)	\$ 236.90

Task Code	Asphalt Concrete Tests, Continued	Rate
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 236.90
75063	Moisture Content (CTM 370)	\$ 87.55
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 169.95
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,356.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 5,814.35
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 6,180.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,386.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,416.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,356.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 5,814.35
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 6,386.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,090.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 10,918.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 11,536.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 11,536.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 11,845.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,030.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,133.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 206.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 360.50
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 309.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 10,815.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	\$ 97.85
20303	Compression Strength	\$ 61.80
20305	Absorption: 5 Hour or 24 Hour	\$ 66.95
20307	Absorption (Boil): 1, 2 or 5 Hours	\$ 97.85
20309	Initial Rate of Absorption	\$ 56.65
20311	Efflorescence	\$ 77.25
20313	Cores: Compression	\$ 72.10
20315	Shear Test on Brick Cores: 2 Faces	\$ 97.85

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	\$ 92.70
20323	Absorption/Moisture Content/Oven Dry Density	\$ 92.70
20327	Linear Shrinkage (ASTM C426)	\$ 257.50
20335	Web and Face Shell Measurements	\$ 51.50
20329	Tension Test	\$ 164.80
20331	Core Compression	\$ 72.10
20333	Shear Test of Masonry Cores: 2 Faces	\$ 97.85
20339	Efflorescence Tests	\$ 77.25

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 195.70
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 257.50
20346	Prism Cord Modulus of Elasticity	\$ 556.20
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 684.95

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 56.65
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 41.20
20355	Compression: 2" Cubes (ASTM C109)	\$ 56.65
20357	Compression: Cores Includes Trimming (ASTM C42)	\$ 77.25



Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 77.25

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E805)	\$ 72.10

Task Code	Guniting and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 77.25
20365	Compression: Cubes (Includes Saw Cutting)	\$ 97.85

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 66.95
20373	Air Dry Density (ASTM C472)	\$ 51.50
20379	Oven Dry Density (ASTM C495)	\$ 77.25

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 66.95
20503	Bend Test: # 11 or Smaller	\$ 61.80
20504	Bend Test #14 or #18	\$ 386.25
20505	Tensile Test: # 14	\$ 267.80
20507	Tensile Test: # 18	\$ 370.80

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 77.25
20523	Tensile Test: Welded/Coupled #14	\$ 278.10
20525	Tensile Test: Welded/Coupled #18	\$ 406.85
20529	Weld: Macroetch	\$ 92.70
20531	Slippage Test - Caltrans (CTM 670)	\$ 206.00
20532	Tensile Test: Welded Hoops #11 and Smaller	\$ 154.50

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 72.10
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 82.40
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 103.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 154.50
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 370.80
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 206.00
20545	Weld: Macroetch	\$ 92.70
20547	Weld: Fracture	\$ 46.35
20615	Bend Test	\$ 72.10
20617	Flattening Test	\$ 72.10
20619	Hardness Test (ASTM E18)	\$ 82.40
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 56.65
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 72.10
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 77.25
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 97.85
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 82.40
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 103.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 61.80
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 82.40
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 180.25
80173	Weight of Galvanized Coating (ASTM A90)	\$ 82.40
80176	Epoxy Coating Thickness	\$ 92.70

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 108.15
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 56.65
20755	Machine to Test Configuration: Milled Specimens	\$ 77.25
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 149.35
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 97.85

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 97.85
20623	Charpy Impact Reduced Temperature	\$ 128.75

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	\$ 87.55
20783	Final Machining to Sample Configuration	\$ 97.85

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 206.00
20703	Tensile Test Only	\$ 149.35
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set of 5 Specimens/batch/ direction (ASTM D3039)	\$ 1,390.50
20707	Tensile Strength - Additional Specimens (ASTM D3039)	\$ 257.50
20708	Heating Chamber Time - Per 24 hr period	\$ 97.85

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 400.00

Task Code	Ceramic Tile Testing Division	Rate
	The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	

Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation



General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 4%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph.

The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%



General Conditions, Continued

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our inspections, the client must provide safe access, including a trained and certified operator, to Twining inspection and testing personnel. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.



Schedule of Fees 2023 - 2024

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 360.40
10001	Principal Engineer/Geologist	\$ 254.40
10017	Metallurgical Engineer	\$ 371.00
70000	Registered Geotechnical Engineer	\$ 249.10
10010	Technical Advisor	\$ 243.80
10011	Material Scientist, Welding/NDT Consultant	\$ 254.40
70003	Registered Geologist/Certified Engineering Geologist	\$ 249.10
10003	Senior Engineer/Geologist	\$ 222.60
10009	Registered Civil Engineer	\$ 217.30
60003	Roofing/Waterproofing Consultant	\$ 243.80
10013	Project Engineer/Manager	\$ 212.00
30000	Quality Control Manager	\$ 201.40
10005	Senior Staff Engineer/Geologist	\$ 196.10
10007	Staff Engineer/Geologist	\$ 190.80
10015	Quality Control Administrator	\$ 180.20
10019	Metallurgical Technician	\$ 153.70
90001	CADD Operator/Draftsperson	\$ 139.92
95103	Office Support/Clerical	\$ 100.70
70107	Field Supervisor	\$ 174.90
91030	Safety Supervisor	\$ 174.90
20000	Laboratory Manager	\$ 159.00
98000	Laboratory Technician	\$ 132.50
90005	Expert Witness Testimony	\$ 614.80
91010	Qualified SWPPP Developer	\$ 196.10
91000	Qualified SWPPP Practitioner	\$ 180.20
30001	Vibration Engineer	\$ 222.60

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 132.50
10103	Prestressed/Post Tensioned Inspector	\$ 132.50
10105	Concrete ICC Inspector	\$ 132.50
10109	Drilled-In-Anchor Inspector	\$ 132.50
10111	Gunite/Shotcrete Inspector	\$ 132.50
10113	Masonry Inspector	\$ 132.50
10201	Structural Steel/Welding Inspector	\$ 132.50
10203	AWS Certified Welding Inspector	\$ 132.50
10207	Fireproofing Inspector	\$ 132.50
10501	Lead Inspector	\$ 135.68
10115	Firestop Special Inspector - IFC Premier	\$ 150.52
10117	Firestop Special Inspector - IQP	\$ 198.22
70109	L.A. Deputy Grading Inspector	\$ 137.80
75001	Asphalt Field and Plant Inspector/Technician	\$ 132.50
70103	Pile Driving Inspector	\$ 132.50
70101	Soils Technician	\$ 132.50
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 132.50
10122	Wood Framing Inspector	\$ 132.50
60001	Roofing/Waterproofing Inspector	\$ 139.92
10500	Public Works Inspector	\$ 150.52
10515	Mechanical Inspector	\$ 159.00
10519	Electrical Inspector	\$ 159.00
10521	Plumbing Inspector	\$ 159.00
10523	Building Inspector	\$ 159.00
30002	Vibration Monitoring Technician	\$ 153.70
50003	Field Engineering Technician	\$ 132.50

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 132.50
10309	Batch Plant Quality Control Technician/Inspector	\$ 132.50
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 132.50

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 137.80
10403	NDE Magnetic Particle Testing Technician	\$ 137.80
10405	NDE Dye Penetrant Testing Technician	\$ 137.80
10305	Combination NDE Technician/Welding Inspector	\$ 137.80
10409	Radiographic Testing (crew of 2)	\$ 371.00
10020	NDE Engineer	\$ 233.20

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 42.40
95309	Torque Wrench, Small	\$ 15.90
95312	Torque Wrench, Large	\$ 26.50
95315	Torque Multiplier	\$ 42.40
95321	Air Meter	\$ 21.20
95322	Unit Weight Bucket	\$ 31.80
95323	Field Concrete Scale	\$ 31.80
95324	Brass Mold	\$ 21.20
95343	Nuclear Gauge (Per Hour)	\$ 10.60
95319	Sand Cone Density Test Equipment	\$ 53.00
95333	Pull Test Equipment	\$ 63.60
95348	Concrete/Asphalt Coring Equipment	\$ 636.00
95327	Pachometer	\$ 58.30
95336	Floor Flatness (Dipstick)	\$ 53.00
95330	Schmidt Hammer	\$ 31.80
95341	Vapor Emission Test Kits	\$ 31.80
95342	Relative Humidity Probe	\$ 63.60
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 371.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 37.10
95300	A Scan Ultrasonic Equipment and Consumables	\$ 79.50
95303	Magnetic Particle Equipment and Consumables	\$ 42.40
95306	Liquid Penetrant Consumables	\$ 37.10
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 63.60
95347	Ground Penetrating Radar	\$ 318.00
95345	Impact Echo	\$ 371.00
95362	Ultrasonic Tomography	\$ 477.00
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	\$ 127.20
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	\$ 74.20
95367	Half-cell Potential Equipment Set	\$ 371.00
95368	Concrete Electrical Resistivity Meter	\$ 169.60
95369	Field Hardness (Steel)	\$ 106.00
95370	Coating Thickness Gauge	\$ 106.00
95373	Wood Curing Box (One-Time Fee/Per Box)	\$ 636.00
95371	Temperature Control Curing Box (Per Month)	\$ 477.00
95372	Temperature Matching Curing Box (Per Month)	\$ 551.20

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 29.68
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ 29.68
20103/	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	\$ 79.50
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 111.30
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 148.40

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours)	\$ 583.00
	All others by quotation	\$ -

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 42.40
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 37.10
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 90.10
20205	Core Compression including Trimming (ASTM C42)	\$ 79.50
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 106.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 100.70
20211	Modulus of Elasticity Test (ASTM C469)	\$ 291.50
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 551.20
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 551.20



Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 848.00
40007	Flexural Toughness (ASTM C1550)	\$ 530.00
40006	Double Punch Strength of Fiber Reinforced Concrete	\$ 530.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 636.00
40012	Bulk Electrical Resistivity (ASTM C1876)	\$ 127.20

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 42.40
20157	Coring of Specimens in Lab (Each)	\$ 42.40
20159	Grinding of Concrete Below 6000 psi Strength (Each)	\$ 63.60
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	\$ 95.40

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30216	Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 53.00
30217	Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 63.60
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 106.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 121.90
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 302.10
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 111.30
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 148.40
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 556.50
30203	Concrete Mixture Design for Preconstruction Evaluation and Backup Data Development	\$ 265.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 530.00
30230	Additional Reading, Per Set of Three Bars	\$ 47.70
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 31.80
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 190.80
30209	Bleeding (ASTM C232)	\$ 159.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 636.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	\$ 583.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 583.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 848.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 5,830.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,219.00
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	\$ 8,480.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 153.70
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	\$ 180.20
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,756.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	\$ -
	Each, One Sample	\$ 2,544.00
	Each, Two or More Samples	\$ 2,226.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,378.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 715.50
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 715.50

Task Code	Physical and Chemical Analysis of Cement, Continued	Rate
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 715.50
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 months	\$ 2,862.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	\$ -

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 675.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,300.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 212.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 222.60
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 169.60
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 583.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 689.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 3,710.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ -
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 185.50
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 212.00
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 185.50
70393	Collapse Potential/Index (ASTM D5333)	\$ 291.50
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 238.50
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 111.30
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 206.70
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 47.70
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 259.70
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ -
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 238.50
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 206.70
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 222.60
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ -
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ 180.20
30507	Flat and Elongated Particle (ASTM D4791)	\$ 201.40
30508	Flat or Elongated Particle (ASTM D4791)	\$ 254.40
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 222.60
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 201.40
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 68.90
70336	Maximum Index Density: Vibratory Table (ASTM D4253)	\$ 206.70
70337	Moisture Content (ASTM D2216, CTM 226)	\$ -
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 365.70
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 26.50
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 31.80
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ 42.40
30401	Organic Impurities (ASTM C40, CTM 213)	\$ -
70343	Permeability (ASTM D5084)	\$ 291.50
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	\$ 371.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ -



Task Code	Soils and Aggregate Tests, Continued	Rate
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 954.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,862.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 3,074.00
70397	Potential Reactivity of Aggregate Combination, non-standard method; 14-Day Exposure, Mortar (after ASTM C1567)	\$ 1,060.00
70392	Potential Reactivity of Aggregate Combination, non-standard method; 28-Day Exposure, Mortar (after ASTM C1567)	\$ 1,113.00
70345	R-Value: Soil (ASTM 2844, CTM 301)	\$ 466.40
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 519.40
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 132.50
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 95.40
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	\$ 265.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	\$ 254.40
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 159.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 127.20
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 254.40
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 249.10
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 477.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 106.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 174.90
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 159.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 201.40
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 132.50
30319	Void in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 132.50
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	\$ 434.60
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	\$ 217.30

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 132.50
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 185.50
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	\$ 58.30
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 84.80
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 169.60
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 169.60
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 227.90
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 371.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 259.70
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 227.90
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 227.90
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, D2726)	\$ 222.60
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, D2726)	\$ 227.90
75050	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, SSD, 1 briquette (ASTM D6925, D2726)	\$ 84.80
75052	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, Paraffin, 1 briquette (ASTM D1188, D6925)	\$ 95.40
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 169.60
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 84.80
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, D6927)	\$ 243.80
75106	Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D5581, D6925)	\$ 243.80

Task Code	Asphalt Concrete Tests, Continued	Rate
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 243.80
75063	Moisture Content (CTM 370)	\$ 90.10
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 174.90
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,512.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 5,983.70
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 6,360.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,572.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,632.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,512.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 5,983.70
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 6,572.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,180.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 11,236.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 11,872.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 11,872.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 12,190.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,060.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,166.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 212.00
75087	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 371.00
75088	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 318.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 11,130.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	\$ 100.70
20303	Compression Strength	\$ 63.60
20305	Absorption: 5 Hour or 24 Hour	\$ 68.90
20307	Absorption (Boil): 1, 2 or 5 Hours	\$ 100.70
20309	Initial Rate of Absorption	\$ 58.30
20311	Efflorescence	\$ 79.50
20313	Cores: Compression	\$ 74.20
20315	Shear Test on Brick Cores: 2 Faces	\$ 100.70

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	\$ 95.40
20323	Absorption/Moisture Content/Oven Dry Density	\$ 95.40
20327	Linear Shrinkage (ASTM C426)	\$ 265.00
20335	Web and Face Shell Measurements	\$ 53.00
20329	Tension Test	\$ 169.60
20331	Core Compression	\$ 74.20
20333	Shear Test of Masonry Cores: 2 Faces	\$ 100.70
20339	Efflorescence Tests	\$ 79.50

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 201.40
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 265.00
20346	Prism Cord Modulus of Elasticity	\$ 572.40
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 704.90

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 58.30
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 42.40
20355	Compression: 2" Cubes (ASTM C109)	\$ 58.30
20357	Compression: Cores Includes Trimming (ASTM C42)	\$ 79.50



Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 79.50

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E805)	\$ 74.20

Task Code	Guniting and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 79.50
20365	Compression: Cubes (Includes Saw Cutting)	\$ 100.70

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 68.90
20373	Air Dry Density (ASTM C472)	\$ 53.00
20379	Oven Dry Density (ASTM C495)	\$ 79.50

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 68.90
20503	Bend Test: # 11 or Smaller	\$ 63.60
20504	Bend Test #14 or #18	\$ 397.50
20505	Tensile Test: # 14	\$ 275.60
20507	Tensile Test: # 18	\$ 381.60

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 79.50
20523	Tensile Test: Welded/Coupled #14	\$ 286.20
20525	Tensile Test: Welded/Coupled #18	\$ 418.70
20529	Weld: Macroetch	\$ 95.40
20531	Slippage Test - Caltrans (CTM 670)	\$ 212.00
20532	Tensile Test: Welded Hoops #11 and Smaller	\$ 159.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 74.20
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 84.80
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 106.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 159.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 381.60
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 212.00
20545	Weld: Macroetch	\$ 95.40
20547	Weld: Fracture	\$ 47.70
20615	Bend Test	\$ 74.20
20617	Flattening Test	\$ 74.20
20619	Hardness Test (ASTM E19)	\$ 84.80
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 58.30
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 74.20
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 79.50
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 100.70
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 84.80
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 106.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 63.60
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 84.80
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 185.50
80173	Weight of Galvanized Coating (ASTM A90)	\$ 84.80
80176	Epoxy Coating Thickness	\$ 95.40

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 111.30
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 58.30
20755	Machine to Test Configuration: Milled Specimens	\$ 79.50
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 153.70
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 100.70

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 100.70
20623	Charpy Impact Reduced Temperature	\$ 132.50

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	\$ 90.10
20783	Final Machining to Sample Configuration	\$ 100.70

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 212.00
20703	Tensile Test Only	\$ 153.70
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set of 5 Specimens/batch/ direction (ASTM D3039)	\$ 1,431.00
20707	Tensile Strength - Additional Specimens (ASTM D3039)	\$ 265.00
20708	Heating Chamber Time - Per 24 hr period	\$ 100.70

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 400.00

Task Code	Ceramic Tile Testing Division	Rate
	The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	

Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation



General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 4%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph.

The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%



General Conditions, Continued

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our inspections, the client must provide safe access, including a trained and certified operator, to Twining inspection and testing personnel. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.



STANDARD RATE SCHEDULE

Effective January 2022

All rates are fully-burdened hourly rates, excludes ODCs

PROFESSIONAL STAFF	Base Rate plus Overhead	Hourly Rates		
		Year 1	Year 2	Year 3
Principal	\$185	\$185.00	\$190.55	\$196.27
Director	\$175	\$175.00	\$180.25	\$185.66
Senior Project Manager	\$165	\$165.00	\$169.95	\$175.05
Project Manager	\$160	\$160.00	\$164.80	\$169.74
Senior Principal Engineer	\$175	\$175.00	\$180.25	\$185.66
Senior Scientist/Engineer	\$165	\$165.00	\$169.95	\$175.05
Scientist/Engineer	\$150	\$150.00	\$154.50	\$159.14
Staff Scientist/Engineer	\$140	\$140.00	\$144.20	\$148.53
Senior Biologist II	\$125	\$125.00	\$128.75	\$132.61
Senior Biologist I	\$120	\$120.00	\$123.60	\$127.31
Staff Biologist II	\$110	\$110.00	\$113.30	\$116.70
Staff Biologist I	\$130	\$130.00	\$133.90	\$137.92
Associate Biologist	\$125	\$125.00	\$128.75	\$132.61
Senior Planner	\$120	\$120.00	\$123.60	\$127.31
Associate Planner	\$110	\$110.00	\$113.30	\$116.70
Planner/Environmental Analyst	\$100	\$100.00	\$103.00	\$106.09
Cultural Specialist	\$135	\$135.00	\$139.05	\$143.22
Archaeologist	\$120	\$120.00	\$123.60	\$127.31
Cultural Monitor	\$85	\$85.00	\$87.55	\$90.18
GIS Analyst	\$110	\$110.00	\$113.30	\$116.70
GIS Technician	\$100	\$100.00	\$103.00	\$106.09
Word Processor	\$75	\$75.00	\$77.25	\$79.57
Intern	\$50	\$50.00	\$51.50	\$53.05

Indirect Cost	145.96%
Escalation Rate (For out years)	3%
Profit	10%
Labor	100%
Subcontractor	10%

Other Direct Cost	negotiated at task level.
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FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates.

Travel time will be billed as indicated in the hourly rate schedule above.



GHD Description	Effective July 2022	Effective July 2023	Effective July 2024
	2022 CDN/US Rate	2023 CDN/US Rate	2024 CDN/US Rate
PROFESSIONAL			
Senior Technical Director 1	\$ 340.00	\$ 350.20	\$ 360.71
Senior Technical Director 2	\$ 315.00	\$ 324.45	\$ 334.18
Senior Technical Director 3	\$ 283.00	\$ 291.49	\$ 300.23
Technical Director 1	\$ 263.00	\$ 270.89	\$ 279.02
Technical Director 2	\$ 237.00	\$ 244.11	\$ 251.43
Senior Professional 1	\$ 215.00	\$ 221.45	\$ 228.09
Senior Professional 2	\$ 195.00	\$ 200.85	\$ 206.88
Professional 1	\$ 185.00	\$ 190.55	\$ 196.27
Professional 2	\$ 158.00	\$ 162.74	\$ 167.62
Professional 3	\$ 137.00	\$ 141.11	\$ 145.34
Vacationer / Intern	\$ 126.00	\$ 129.78	\$ 133.67
CONSULTANT			
Executive Consultant 1	\$ 425.00	\$ 437.75	\$ 450.88
Executive Consultant 2	\$ 385.00	\$ 396.55	\$ 408.45
Senior Consultant 1	\$ 315.00	\$ 324.45	\$ 334.18
Senior Consultant 2	\$ 280.00	\$ 288.40	\$ 297.05
Consultant 1	\$ 235.00	\$ 242.05	\$ 249.31
Consultant 2	\$ 190.00	\$ 195.70	\$ 201.57
Consultant 3	\$ 150.00	\$ 154.50	\$ 159.14
TECHNICAL			
Lead Design Technician 1	\$ 315.00	\$ 324.45	\$ 334.18
Lead Design Technician 2	\$ 289.00	\$ 297.67	\$ 306.60
Lead Design Technician 3	\$ 264.00	\$ 271.92	\$ 280.08
Senior Design Technician 1	\$ 238.00	\$ 245.14	\$ 252.49
Senior Design Technician 2	\$ 220.00	\$ 226.60	\$ 233.40
Design Technician 1	\$ 195.00	\$ 200.85	\$ 206.88
Design Technician 2	\$ 184.00	\$ 189.52	\$ 195.21
Drafting/Design 1	\$ 168.00	\$ 173.04	\$ 178.23
Drafting/Design 2	\$ 153.00	\$ 157.59	\$ 162.32
Drafting/Design 3	\$ 137.00	\$ 141.11	\$ 145.34
Drafting/Design 4	\$ 127.00	\$ 130.81	\$ 134.73
Intern Drafting/Design	\$ 115.00	\$ 118.45	\$ 122.00
ADMINISTRATION			
Business Services Manager 1	\$ 280.00	\$ 288.40	\$ 297.05
Business Services Manager 2	\$ 235.00	\$ 242.05	\$ 249.31
Senior Admin Officer 1	\$ 182.00	\$ 187.46	\$ 193.08
Senior Admin Officer 2	\$ 152.00	\$ 156.56	\$ 161.26
Admin Officer 1	\$ 137.00	\$ 141.11	\$ 145.34
Admin Officer 2	\$ 125.00	\$ 128.75	\$ 132.61
Admin Officer 3	\$ 80.00	\$ 82.40	\$ 84.87
SITE BASED			
Senior Construction Manager	\$ 315.00	\$ 324.45	\$ 334.18
Construction Manager	\$ 265.00	\$ 272.95	\$ 281.14
Lead Site Engineer/Supervisor	\$ 237.00	\$ 244.11	\$ 251.43
Senior Site Engineer	\$ 215.00	\$ 221.45	\$ 228.09
Site Engineer	\$ 195.00	\$ 200.85	\$ 206.88
Lead Inspector	\$ 184.00	\$ 189.52	\$ 195.21
Senior Inspector	\$ 137.00	\$ 141.11	\$ 145.34
Inspector / Specialist 1	\$ 120.00	\$ 123.60	\$ 127.31
Inspector / Specialist 2	\$ 110.00	\$ 113.30	\$ 116.70
Clerk / Specialist 3	\$ 105.00	\$ 108.15	\$ 111.39
Senior Site Manager 1	\$ 127.00	\$ 130.81	\$ 134.73
Senior Site Manager 2	\$ 115.00	\$ 118.45	\$ 122.00
Senior Site Manager 3	\$ 105.00	\$ 108.15	\$ 111.39
Senior Site Manager 4	\$ 95.00	\$ 97.85	\$ 100.79
Operator/Labourer 1	\$ 85.00	\$ 87.55	\$ 90.18
Operator/Labourer 2	\$ 80.00	\$ 82.40	\$ 84.87
Operator/Labourer 3	\$ 60.00	\$ 61.80	\$ 63.65
PROJECT SUPPORT			
Business Services Manager 1	\$ 340.00	\$ 350.20	\$ 360.71
Business Services Manager 2	\$ 315.00	\$ 324.45	\$ 334.18
Senior Admin Officer 1	\$ 263.00	\$ 270.89	\$ 279.02
Senior Admin Officer 2	\$ 232.00	\$ 238.96	\$ 246.13
Admin Officer 1	\$ 215.00	\$ 221.45	\$ 228.09
Admin Officer 2	\$ 195.00	\$ 200.85	\$ 206.88
Admin Officer 3	\$ 178.00	\$ 183.34	\$ 188.84
Admin Officer 4	\$ 153.00	\$ 157.59	\$ 162.32
Admin Officer 5	\$ 137.00	\$ 141.11	\$ 145.34
Admin Officer 6	\$ 80.00	\$ 82.40	\$ 84.87



Rate Sheet

<u>Engineer/Scientist</u>	<u>FY 2022/23</u> <u>Rate/Hour</u>	<u>FY 2023/24</u> <u>Rate/Hour</u>	<u>FY 2024/25</u> <u>Rate/Hour</u>
Technical Manager	\$233	\$253	\$266
Task Leader	\$203	\$221	\$233
Principal Engineer	\$199	\$217	\$229
Senior Engineer	\$179	\$194	\$204
Project Engineer	\$179	\$194	\$204
Staff Engineer	\$148	\$161	\$170
Assistant Engineer	\$123	\$134	\$141
<u>Support Services</u>			
Landscape Architect	\$195	\$211	\$223
GIS Specialist	\$139	\$150	\$158
Senior Engineering Technician	\$112	\$121	\$128
Engineering Technician	\$97	\$106	\$111
CADD Designer	\$93	\$101	\$106
Project Coordinator	\$136	\$148	\$156
Administrative Assistant	\$112	\$121	\$128
<u>General</u>			
Direct Expenses	Cost + 10%	Cost + 10%	Cost + 10%
Subcontract Services	Cost + 10%	Cost + 10%	Cost + 10%
Specialized Computer Applications (per hour)	\$15	\$15	\$15
Mileage	Current IRS Rate	Current IRS Rate	Current IRS Rate
Field Vehicle – Hourly	\$12/hour	\$12/hour	\$12/hour
Field Vehicle – Daily	\$80/day	\$80/day	\$80/day
Field Vehicle – Monthly	\$1,500/month	\$1,500/month	\$1,500/month
B&W Photocopies (per page)	\$0.10	\$0.10	\$0.10
Color Photocopies (per page)	\$0.50	\$0.50	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.



2022 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	263	to	284
Project Manager	205	to	231
Senior Project Engineer	173	to	200
Senior Civil Engineer	184	to	194
Senior Bridge Engineer	179	to	189
Project Engineer	163	to	179
Engineer III	152	to	173
Engineer II	137	to	147
Engineer I	116	to	131
Assistant Engineer	89	to	110
Senior CADD Designer	131	to	152
CADD Designer	95	to	116
QA/QC Engineer	210	to	226
Clerical/Administration	79	to	89

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2023 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	276	to	298
Project Manager	215	to	243
Senior Project Engineer	182	to	210
Senior Civil Engineer	193	to	204
Senior Bridge Engineer	188	to	198
Project Engineer	171	to	188
Engineer III	160	to	182
Engineer II	144	to	154
Engineer I	122	to	138
Assistant Engineer	93	to	116
Senior CADD Designer	138	to	160
CADD Designer	100	to	122
QA/QC Engineer	221	to	237
Clerical/Administration	83	to	93

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2024 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	290	to	313
Project Manager	226	to	255
Senior Project Engineer	191	to	221
Senior Civil Engineer	203	to	214
Senior Bridge Engineer	197	to	208
Project Engineer	180	to	197
Engineer III	168	to	191
Engineer II	151	to	162
Engineer I	128	to	145
Assistant Engineer	98	to	122
Senior CADD Designer	145	to	168
CADD Designer	105	to	128
QA/QC Engineer	232	to	249
Clerical/Administration	87	to	98

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.



2025 HOURLY BILLING RATES BY CLASSIFICATION

Classification	Actual Hourly Rate Range		
Principal	305	to	329
Project Manager	237	to	268
Senior Project Engineer	201	to	232
Senior Civil Engineer	213	to	225
Senior Bridge Engineer	207	to	218
Project Engineer	189	to	207
Engineer III	176	to	201
Engineer II	159	to	170
Engineer I	134	to	152
Assistant Engineer	103	to	128
Senior CADD Designer	152	to	176
CADD Designer	110	to	134
QA/QC Engineer	244	to	261
Clerical/Administration	91	to	103

Direct Costs

Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services. Invoices are due and payable within 30 days after invoice date.

**GRUEN ASSOCIATES STANDARD HOURLY BILLING RATE SCHEDULE
2022-2024**

Labor Category	Fully-Burdened Rate	Fully-Burdened Rate	Fully-Burdened Rate
Partner	\$ 338.28	\$ 351.81	\$ 365.89
Associate Partner	\$ 244.11	\$ 253.87	\$ 264.03
Senior Architect	\$ 208.93	\$ 217.28	\$ 225.97
Senior Planner/Landscape Architect	\$ 209.23	\$ 217.59	\$ 226.30
Director of Landscape Architecture	\$ 229.52	\$ 238.70	\$ 248.25
Director of Planning	\$ 239.36	\$ 248.93	\$ 258.89
QA/QC Manager	\$ 230.38	\$ 239.59	\$ 249.18
Intermediate	\$ 137.15	\$ 142.64	\$ 148.35
Assistant	\$ 113.38	\$ 117.92	\$ 122.63



Grants
Compliance
Funding Management
Community Outreach

HOURLY RATE SCHEDULE

Effective through June 30, 2023

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$130
Program Manager	\$110
Senior Program Coordinator	\$95
Program Coordinator	\$85
Program Assistant	\$75

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

807 S. Lemon Ave, Diamond Bar, CA 91789
tel: 909.895-7146 • fax: 909.859.3881 • www.agi.com.co



Grants
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HOURLY RATE SCHEDULE

Effective through June 30, 2024

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$136
Program Manager	\$116
Senior Program Coordinator	\$100
Program Coordinator	\$89
Program Assistant	\$79

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

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 Community Outreach

HOURLY RATE SCHEDULE

Effective through June 30, 2025

Rates are negotiable and can be modified to establish a fee for each assignment based on the specific project's scope when such projects are identified by the City.

Program Director	\$143
Program Manager	\$122
Senior Program Coordinator	\$105
Program Coordinator	\$93
Program Assistant	\$83

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

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MIG Billing Rate for Labor

	2022	2023	2024
Communication Project Associates	\$110	\$113	\$119
Communication Project Manager	\$165	\$170	\$175
Director of Creative Service	\$170	\$175	\$180
Director of Planning and Community Engagement	\$175	\$180	\$185
Director of Social Marketing	\$195	\$201	\$207
Graphic Design II	\$165	\$170	\$175
Graphic Design II	\$110	\$113	\$119
Principal II	\$235	\$242	\$249
Principal II	\$225	\$232	\$239
Principal I	\$215	\$221	\$228
Project Associate IV	\$145	\$149	\$154
Project Associate III	\$120	\$124	\$128
Project Associate II	\$110	\$113	\$119
Project Associates I	\$95	\$98	\$101
Project Manager II	\$145	\$149	\$154
Project Manager I	\$125	\$129	\$134
Social Media Project Associate	\$130	\$134	\$139





ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Assistant Director

**SUBJECT: APPROVE EMERGENCY REPAIRS FOR THE SEWER LIFT STATION
AT 348 E. LINCOLN AVENUE**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve emergency repairs for the Sewer Lift station at 348 E. Lincoln Avenue in the total amount of \$250,000 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(A); and,
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$250,000 in Account No. 100-30-340-6040.50 (General Fund, Public Works, Sewer Operations, Contract Services Street Maintenance); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The required emergency services to repair the Sewer Lift Station at N. 348 Lincoln Avenue are estimated to cost an aggregate amount of \$250,000. Additional appropriations are needed to fund this emergency work.

A budget amendment is required, increasing appropriations by \$250,000 in Account No. 100-30-340-6040.50 (General Fund, Public Works, Sewer Operations, Contract Services Street Maintenance). Funding is still available from the City's Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) allotment that was earmarked for sewer infrastructure repairs. The \$250,000 required for these emergency repairs will come from that source of funding.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 2 of 3

BACKGROUND/DISCUSSION:

On January 26, 2023, a vehicle driving on E. Lincoln Ave between N. Raywood Ave and N. Sanchez Street collided with a Southern California Edison (SCE) power pole (#712841H) located at 348 E. Lincoln Ave. and damaged the Sewer Lift station control panel, electrical equipment, pump base, and volute. Staff is currently pursuing an insurance claim against the driver and the City's property insurance on this matter. However, the status of the insurance claim is still pending. We are pursuing these claims to mitigate loss as part of this repair.

City staff from the Public Works Department were called to the site to inspect the damage to the pump station. Staff contacted Flo-Services to provide a temporary fix to the sewer lift station to avoid any further damage or blockage to the sewer system. Flo-services provided an assessment of the proper repairs needed to fix the Sewer Lift Station. See attachment A for the proposal of services. Flo-Services is one of the "on-call" vendors that the Public Works Department utilizes to provide minor routine repairs on an as-needed basis.

The repairs necessary to bring the sewer facility back into service to avoid any additional damage to the sewer system are significant and need to be performed as soon as possible. In addition to work to be performed by Flo-Services, the Public Works Department also requested a quote from A-n-W Construction, Inc. for the additional work to replace the sidewalk and excavate and replace the 1-6" vent bollard that was damaged during the collision. See attachment B for the proposed services. A-n-W Construction, Inc. is also on the on-call list that the Public Works Department utilizes.

The following unanticipated and significant repair services are required and considered as emergency procurements under Montebello Municipal Code (MMC) 3.20.050(A). These repairs are separate from the on-call agreement for minor and routine repairs:

Flo-Services	
• Labor and materials to replace the damaged electrical control panel, electrical updates, Pump Base and Volute Replacement.	\$204,723
• 15% increase in inflation-related costs of materials and labor.	\$30,709
Subtotal	235,432
A-n-W Construction, Inc	
• Remove 270 Square Feet of concrete Sidewalk, excavate, and replace 1-6" vent bollard.	\$9,407
• 15% increase in inflation-related costs of materials and labor.	\$1,411
Subtotal	10,818
Total	246,253
Estimated total amount	\$250,000

ENVIRONMENTAL:

The recommended emergency repairs are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations Title 14 Section 15269.

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council approve the emergency repairs for the Sewer Lift Station at 348 N. Lincoln Ave. in the amount of \$250,000. It is recommended that a budget amendment in the amount of \$250,000 be approved in Account No. 100-30-340-6040.50 (General Fund, Public Works, Sewer Operations, Contract Services Street Maintenance). A portion of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) allotment will be utilized to fund these emergency repairs.

ATTACHMENT(S)

1. Attachment A_Flo-Services Proposal
2. Attachment B_A-n-W Construction, Inc.

NEXT STEPS:

N/A



August 14, 2023
 Proposal #23-051
 Page 1 of 7

City of Montebello
 1600 W. Beverly Blvd.
 Montebello, CA 90640

Attention: Mr. James Enriquez
 Mr. James Coiner
 Mr. Juan Hernandez

Reference: Lincoln & Sanchez Sewage Pump Station #2
 Control Panel Replacement, Electrical Upgrades,
 Pump Base and Volute Replacement

Gentlemen,

Flo-Services is pleased to present our estimated budget proposal to provide the following labor and materials to replace the damaged electrical control panel with miscellaneous mechanical and electrical as follows:

One(1) NEMA 3R 316 stainless steel enclosed bubbler style duplex pump station control panel, UL Listed, short circuit current rating of 65,000 amps at 240 volts, floor mounted, 72"H x 36"W x 12"D, drip shield, 3-point latching outer door with pad-lockable entry handle, dead-front swing-out inner panel door, NEMA rated circuit breakers and motor starters, generator receptacle, main circuit breaker with interlocked generator circuit breaker, lightning/surge arrestor, phase monitor relay, liquid level gauge, Hand-Off-Auto switches, press-to test pilot lights, hour meters, lead pump alternator, dual air pumps with low pressure transfer circuit, intrinsically safe float switch back-up pump control circuit with staggered start and timed stop, heat shrink wire marker sleeves, terminal blocks, schematic drawings, factory tested	\$ 43,672.00
One(1) Cellular RTU factory mounted and wired in above control panel	\$ 4,810.00
One(1) Lot underground electrical conduit and fittings (estimated)	\$ 3,720.00

One (1) Lot dry well electrical PVC coated rigid conduit and fittings (estimated)		\$ 15,800.00
Two (2) NEMA 4X 316 stainless steel enclosed pump disconnect switches with drip shields	\$1,918.00 ea.	\$ 3,836.00
One(1) NEMA 4X 316 stainless steel dry well pull box		\$ 2,731.00
One(1) Lot THHN electrical wire		\$ 1,970.00
One (1) Lot wet well bubbler pipe, tubing, and fittings		\$ 487.00
Three (3) Float switches with 316 stainless steel mounting brackets	\$ 185.00 ea.	\$ 555.00
Four (4) 4-1/2" diameter yellow painted steel pour in place bollards	\$ 370.00 ea.	\$ 1,480.00
One (1) Lot – 6" perforated ventilation fan intake pipe with underground fittings		\$ 2,862.00
Two (2) Aluminum frame single door access covers for wet well and dry well, 300 PSF LR, pad-lockable, slam-lock latch, flush hardware	\$1,962.00 ea.	\$ 3,924.00
Two (2) Vertical pump bases	\$3,820.00 ea.	\$ 7,640.00
Two (2) Pump suction elbows with handhole covers and gaskets	\$3,203.05 ea.	\$ 6,406.10
One (1) Pump volute (for pump #1)		\$ 5,091.95
One(1) Lot estimated core drilling		\$ 3,200.00
One(1) Lot temporary generator rental with diesel fuel		\$ 1,960.00
One(1) Lot temporary pneumatic plug with compressor rental		\$ 600.00
One(1) Lot preparation of drawings, submittal data, and administration		\$ 3,920.00

One (1) Pump back to include packing to utilize with the existing 316 SS plug and vault assembly (for pump #1)	\$ 1,407.00
One (1) Lot Vacuum Truck Service to assist Flo-Services On removal and disposal of wetwell debris (estimated)	\$ 3,200.00
Estimated Field Labor & Travel – Portal to Portal – 3 Men 120 Hours Regular Time at \$464.00 Per Hour	\$ 55,680.00
Estimated Mileage – Portal to Portal (Service Truck) 52 Miles @ \$1.85 Per Mile x 15 Trips	\$ 1,443.00
Estimated Mileage – Portal to Portal (Utility Truck) 52 Miles @ \$1.75 Per Mile x 15 Trips	\$ 1,365.00
Confined Space Entry Fee - \$450.00 Per Day Estimated 2 days	\$ 900.00
Equipment/Tool Truck Fee - \$480.00 Per Day Estimated 15 Days	\$ 7,200.00
Estimated Time & Travel – Portal to Portal – Principal 16 Hours Regular Time at \$245.00 Per Hour	\$ 3,920.00
Estimated Mileage – Portal to Portal (Principal) 52 Miles @ \$1.75 Per Mile x 2 Trips	\$ 182.00
Incoming Part Freight to Flo-Services	\$ 4,000.00
Estimated sales tax 10.25%	\$ 10,760.97
Estimated Price	\$204,723.02
	<u>Initial</u>

Note: We are performing this work on a time and material basis, and you will be invoiced accordingly. The above price estimate does not include electrical permits which will be added on a time and material basis (If required). Engineered drawings, plan check or plan check fees are not included and can also be provided for additional costs (If required). This estimated price includes an estimated 16 hours of our principal to meet onsite and coordinate with SCE service planner and the city's underground utility contractor. The above proposal does not include any SCE connection fees or any additional costs by SCE or their contractors. It will be the

responsibility of the City of Montebello to pay these additional costs directly to the utility and/or their contractor.

Note: The following items are the responsibility of the City of Montebello:

- 1. Removal and replacement of sidewalks and concrete.**
- 2. Digging and backfilling for all of our underground installation.**
- 3. Disposal of concrete waste and backfill waste.**

Note: We have included PVC coated steel rigid conduit and fittings for installation in Dry Well. Please deduct an estimate of \$4,500.00 for installation of galvanized steel rigid conduit in Dry Well instead of the PVC coated conduit listed above. All underground conduit shall be PVC Schedule 80.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

The Sellers work and responsibility is expressly limited to providing materials and performing the services listed in this proposal. Design, application and direction for work and materials are to be provided by and responsibility of the Buyer. Flo- Services Total liability of the Seller for this purchase

agreement including indemnity, liquidated damages, actual damages, special damages and consequential damages is limited to the coverage offered and paid by the Seller's insurance policies.

Liquidated/Actual damages are further limited to what is assessed by the Owner, paid to Owner and assessed due to the sole cause of Seller's delays.

CUSTOMER agrees to pay all charges due hereunder. Terms are Net 30 days from the date of customer's receipt of invoice. Alterations to the equipment may require an increase in service rates.

FLO-SERVICES Contractor's license Number is: 988492

The expiration date of FLO-SERVICES Contractor's license is: 11/30/23

Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

A license contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid

Proposal #23-051

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contains a statement that the representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing the information, which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in the bid proposal are true and correct.

Thank you for your consideration to this proposal.

Very truly yours,



John Krukowski
FLO-SERVICES, INC.

TERMS OF SALE

1. ACCEPTANCE. "SELLER" is Flo-Services, Inc. who may function as a SUB-CONTRACTOR, REPAIR AND SERVICE ORGANIZATION OR VENDOR. "BUYER" is the CUSTOMER who may function as a CONTRACTOR, OWNER, ETC. These terms govern the purchase and sale of equipment, contractor's services, etc., referred to in SELLER'S proposal or acknowledgement. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing.
2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may proceed on a "when ready" basis and partial invoice for the equipment that has shipped and /or services rendered. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. RETENTIONS, unless herein authorized by SELLER, are not allowed.
4. BACK CHARGES The BUYER agrees to pay reasonable BACK CHARGES (based on actual cost-plus profit, overhead and taxes) for any special services, additional equipment, repairs etc. made necessary by the omissions, mistakes, accidents, negligence or miscalculations of the BUYER, ENGINEER or OWNER. Commensurate with the urgency, nature and scope of the back charge, SELLER shall give BUYER advance notice of the intended back charge, but such advance notice shall not be a prerequisite for BACK CHARGES against the BUYER. Any BACK CHARGES from the intended BUYER, not authorized in writing by SELLER, will not be recognized.
5. DELIVERY. SELLER shall not be liable for delays due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control.
6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed, or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLER'S examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
8. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
9. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. Within the policy limitations of the SELLER'S insurance policies, SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
9. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYER'S purchase order/contract.

Accepted: SELLER
Flo-Service, Inc.

Accepted: BUYER

By: _____

By: _____

Date: _____
CONTRACTORS LICENSE NO. 988492

Date: _____

Submitted: FLO-SERVICES, INC

By: John Krukowski

Date: 8-14-2023

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances, such as a contractor's payment bond.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to:

Registrar Contractor's State License Board
P.O. Box 26000
Sacramento, California 95826

CONTRACTORS STATE LICENSE BOARD
STATE OF CALIFORNIA
DEPARTMENT OF
CONSUMER AFFAIRS
CONTRACTORS - LICENSE NO. 988492



FL  -SERVICES, INC.



3010 FLOYD ST.*BURBANK, CA 91504-2599
TEL: (818) 847-2188*FAX: (818) 847-2256
www.flo-servicesinc.com *LIC#988492

A-n-W CONSTRUCTION, Inc.

5845 Republic St. Suite A Riverside CA 92504 Phone (951) 354-6924 Fax (951) 354-6739 License 813721

February 2, 2023

City Of Montebello.

Re: Sidewalk Replacement on Lincoln Ave.

Having examined the conditions affecting the work, we hereby submit our quote for construction services. Our bid includes the following:

1. Remove 270sqft of concrete sidewalk. Excavate and replace 1-6" vent bollard. Once all underground work is done, we'll compact existing soil, set forms, pour and finish concrete for 270sqft. **Mentioned Work is Nine Thousand Four Hundred Seven Dollars, (\$9,407.00).**
2. Work to take place during normal working hours M-F 7:00am-3:30pm.

Exclusions:

Permits, irrigation alterations or repairs, and anything not mentioned above are excluded.

If you have any questions, please contact me as soon as possible. Thank you for the opportunity to bid on this project.

Sincerely,



Brian Gore



ITEM # 20

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Assistant Director

SUBJECT: **ADOPT CITY COUNCIL RESOLUTION NO. 23-70 NAMING A CERTAIN PUBLIC STREET “TOPGOLF DRIVE” AND RESOLUTION NO. 23-71 AUTHORIZING THE RENAMING OF THE MONTEBELLO GOLF COURSE TO BELLA VERDE RESORT AT MONTEBELLO AND RENAMING A PORTION OF VIA SAN CLEMENTE ROAD, FROM N. GARFIELD AVENUE TO THE SOUTH ENTRANCE OF THE CITY OF MONTEBELLO GOLF COURSE, AS “BELLA VERDE DRIVE”**

DATE: September 27, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-70 naming a certain public street “Topgolf Drive” and Resolution No. 23-71 renaming a portion of Via San Clemente Road, from N. Garfield Avenue to the south entrance of the City of Montebello Golf Course, as “Bella Verde Drive”; and
2. Authorize the Acting City Manager to execute certificates and any other related documents to consummate the acceptance of naming and renaming the subject streets, in a form approved by the City Attorney; and
3. Authorize the renaming of the Montebello Golf Course to Bella Verde Resort at Montebello as part of Resolution No. 23-71; and
4. Take such additional, related, action that may be desirable

FISCAL IMPACT:

The recommendations to name the subject street “Topgolf Drive” and rename Via San Clemente Road to “Bella Verde Drive” have no immediate fiscal impact, nor have any impact on the construction or future maintenance other than street name blade changes (signage). The renaming of the golf course will result in costs associated with the

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 27, 2023

Page 2 of 3

branding efforts including website domain, graphic design work, way-finding signs, and other related branding treatments. The costs are estimated at no more than \$50,000 and will be included in the current fiscal year budget and subsequent budgets as necessary. If required, action will be presented to the City Council to amend the Fiscal Year 2023-24 budget for branding and related expenses.

BACKGROUND/DISCUSSION:

On November 10, 2022, a construction contract was awarded to McCarthy Building Companies, Inc. ("McCarthy") for the construction of the Topgolf Montebello Project. The construction started on January 3, 2023, and it is estimated to be completed by the Spring of 2024.

On February 8, 2023, the City Council approved Resolution 23-10, accepting certain roads and streets into the City Street System. The subject new street was one of the streets adopted as part of the City's Public Street System. This new street is the main entrance to the Topgolf facility and provides connectivity directly off Via San Clemente Road. The new public street is described in the legal description in Exhibit A of the recommended resolution No. 23-70 (Attachment B). Via San Clemente is a public street that generally runs north to south, from North Garfield Avenue to the end of the street at the Edison parcel.

As part of the Topgolf branding process, Topgolf is requesting that the City Council consider naming the new street "Topgolf Drive." To further the renaming efforts of the golf course to Bella Verde Resort at Montebello, it is proposed that a portion of the existing Via San Clemente Road from N. Garfield Avenue to the south entrance of the City of Montebello Golf Course is renamed, as "Bella Verde Drive."

At the June 14, 2023 City Council meeting, direction was provided to Staff for consideration of renaming the Montebello Golf Course to "Bella Verde Resort at Montebello." This name change is intended to honor the importance of Montebello within the new name to signify a brand-new future of the property. The branding associated with the renaming of the golf course will begin by the end of the calendar year. This branding effort will feature a new website, brand image (logo), and other branding treatments as part of the updated golf and entertainment complex.

ENVIRONMENTAL:

The City has reviewed the proposed actions pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines and has concluded that there is no substantial evidence that the actions will have any significant effect on the environment. The action is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (14 CCR 15061(b)(3)), and the dedication, acceptance, and naming of a public street does not result in a physical change to the environment. The environmental impacts of the golf course projects, of which the subject street is only an incidental component, were previously analyzed and disclosed in accordance with the requirements of CEQA in that certain Initial Study / Mitigated Negative Declaration and Addendum thereto certified by

the City on March 15, 2022.

ANALYSIS:

The Topgolf Montebello project is located on the southwest side of Via Campo and Garfield Avenue. The new street connects to Via Campo on the north side and extends to Via San Clemente on the South Side. Via San Clemente runs generally north-south from Garfield Ave to Beverly Blvd (refer to the Site plan shown in Attachment A). The street is between the Topgolf parking lot on the west side and Topgolf facilities on the east side. In addition, the new street provides access to the parking lot and the (yet to be constructed) clubhouse on the south side of the street.

The City recognizes the importance of enhancing its image and promoting economic development through effective branding. To ensure that the modern and contemporary style of the new Topgolf is shown throughout the area, Topgolf is seeking City Council approval to name the new street "Topgolf Drive," a street name that will hold significant potential for enhancing the City's identity and will assist in attracting visitors to the new golf and entertainment complex. At the same time, Staff recommends the City Council authorize renaming a segment within the Golf Course facility, Via San Clemente Road, as "Bella Verde Drive."

In accordance with California Government Code Sections 34091.1 and 34092, the City Council may adopt a resolution assigning a name to any public street. Therefore, if the City Council adopts the proposed Resolutions No. 23-70 and No. 23-71 (Attachments B and C), they will be forwarded to the County of Los Angeles for processing and recordation.

SUMMARY:

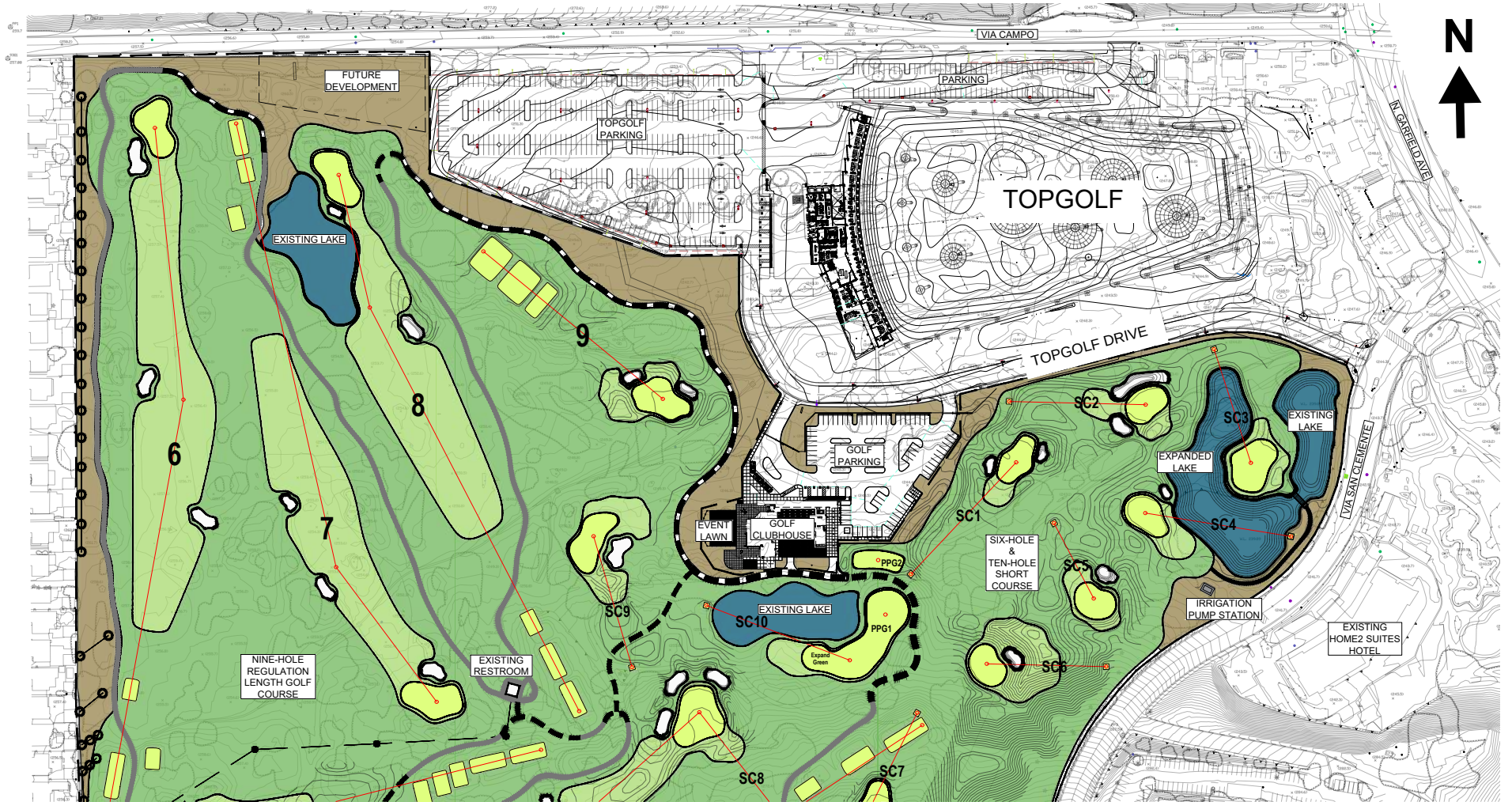
Upon approval by the City Council of the recommended actions, including adoption of Resolution No. 23-70 and Resolution No. 23-71, staff will coordinate the execution of all documents and file them with the appropriate Los Angeles County offices for the naming and renaming of the aforementioned public streets.

ATTACHMENT(S)

1. Attachment A - Site Plan
2. Attachment B - Resolution No. 23-70 - Naming Topgolf Drive
3. Attachment C - Resolution No. 23-71 - Renaming Via San Clemente - Bella Verde Drive

NEXT STEPS:

N/A



SITE PLAN

RESOLUTION NO. 23-70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, NAMING A CERTAIN PUBLIC STREET
AND ROAD "TOPGOLF DRIVE"**

RECITALS

WHEREAS, Section 34091.1 of the California Government Code provides that, whenever the City Council finds that a name should be adopted and applied to any city street, the City Council may adopt a resolution designating a name for such street; and

WHEREAS, Section 34092 of the Government Code provides that, whenever the name of any street is adopted by the City, the City Clerk shall promptly forward a copy of the resolution providing for such new name to the Board of Supervisors of the County of Los Angeles; and

WHEREAS, the City Council finds and declares that the public street and road that is legally described in Exhibit "A" to this Resolution and depicted on the map attached as Exhibit "B" shall be named "Topgolf Drive."

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

SECTION 1. The public street and road that is legally described in Exhibit "A" to this Resolution and depicted on the map attached as Exhibit "B" shall be named "Topgolf Drive."

SECTION 2. The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution, attested by the City Clerk under seal, to be forwarded to the Board or Supervisors for the County of Los Angeles in the manner required by Section 34092 of the Government Code.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-70

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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. 23-70 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 27th day of September 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Legal Description
- Exhibit B – Plat Map

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING TWO PARCELS OF LAND LYING WITHIN LOTS "A", 342 AND 343 OF TRACT NO. 10034, AS PER MAP RECORDED IN BOOK 146, PAGES 51 THROUGH 57 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF LOT 91 OF SAID MAP, THENCE ALONG THE NORTH LINE OF LOT "A" OF SAID MAP SOUTH 89°40'45" WEST, 901.01 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°07'30" WEST, 383.41 FEET; THENCE LEAVING SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°05'03" EAST, 206.05 FEET;
- 2) SOUTH 70°42'16" EAST, 436.40 FEET;
- 3) NORTH 89°54'57" EAST, 167.83 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°05'03" WEST, 103.22 FEET;
- 2) NORTH 89°54'57" EAST, 10.50 FEET;
- 3) NORTH 00°05'03" WEST, 253.79 FEET TO THE NORTH LINE OF SAID LOT "A";

THENCE, ALONG THE NORTH LINE OF SAID LOT, SOUTH 89°40'45" WEST, 40.50 FEET;

THENCE, LEAVING SAID SOUTH LINE, SOUTH 00°05'03" EAST, 356.84 FEET TO A LINE PASSING THROUGH THE TRUE POINT OF BEGINNING HAVING A BEARING OF SOUTH 89°54'57" WEST;

THENCE, ALONG SAID LINE, NORTH 89°54'57" EAST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 13,372 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 3

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MONTEBELLO, CALIFORNIA

 **DRC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "B"

BEGINNING AT THE NORTHWEST CORNER OF LOT 91 OF SAID MAP, THENCE ALONG THE NORTH LINE OF LOT "A" OF SAID MAP SOUTH 89°40'45" WEST, 901.01 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°07'30" WEST, 383.41 FEET; THENCE LEAVING SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°05'03" EAST, 206.05 FEET;
- 2) SOUTH 70°42'16" EAST, 436.40 FEET;
- 3) NORTH 89°54'57" EAST, 167.83 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 00°05'03" EAST, 87.75 FEET;
- 2) NORTH 89°54'57" EAST, 6.00 FEET;
- 3) SOUTH 00°05'03" EAST, 2.32 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°22'12" AN ARC LENGTH OF 46.54 FEET;
- 5) SOUTH 28°27'15" EAST, 64.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 64.00 FEET;
- 6) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°37'48" AN ARC LENGTH OF 68.84 FEET;
- 7) NORTH 89°54'57" EAST, 97.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 464.00 FEET;
- 8) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°26'29" AN ARC LENGTH OF 108.85 FEET;
- 9) NORTH 76°28'28" EAST, 471.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 306.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°29'29" AN ARC LENGTH OF 194.89 FEET;
- 10) SOUTH 67°02'03" EAST, 126.90 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 342, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 339.22 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 61°43'18" EAST;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 342, 343, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°06'07" AN ARC LENGTH OF 42.05 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 67°02'03" WEST, 125.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 264.00 FEET;
- 2) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°29'29" AN ARC LENGTH OF 168.14 FEET;
- 3) SOUTH 76°28'28" WEST, 471.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 506.00 FEET;

SHEET 2 OF 3

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MONTEBELLO, CALIFORNIA

DLORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "B" (CONTINUED)

- 4) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°26'29" AN ARC LENGTH OF 118.70 FEET;
- 5) SOUTH 89°54'57" WEST, 97.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 106.00 FEET;
- 6) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°37'48" AN ARC LENGTH OF 114.02 FEET;
- 7) NORTH 28°27'15" WEST, 64.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 136.00 FEET;
- 8) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°22'12" AN ARC LENGTH OF 67.34 FEET;
- 9) NORTH 00°05'03" WEST, 90.07 FEET TO A LINE PASSING THROUGH THE TRUE POINT OF BEGINNING HAVING A BEARING OF SOUTH 89°54'57" WEST;
- 10) ALONG SAID LINE, NORTH 89°54'57" EAST, 36.00 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 53,790 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


JAKE W. LAPPERT
PLS 9303

01/23/2023
DATE



SHEET 3 OF 3

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MONTEBELLO, CALIFORNIA

**DRC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

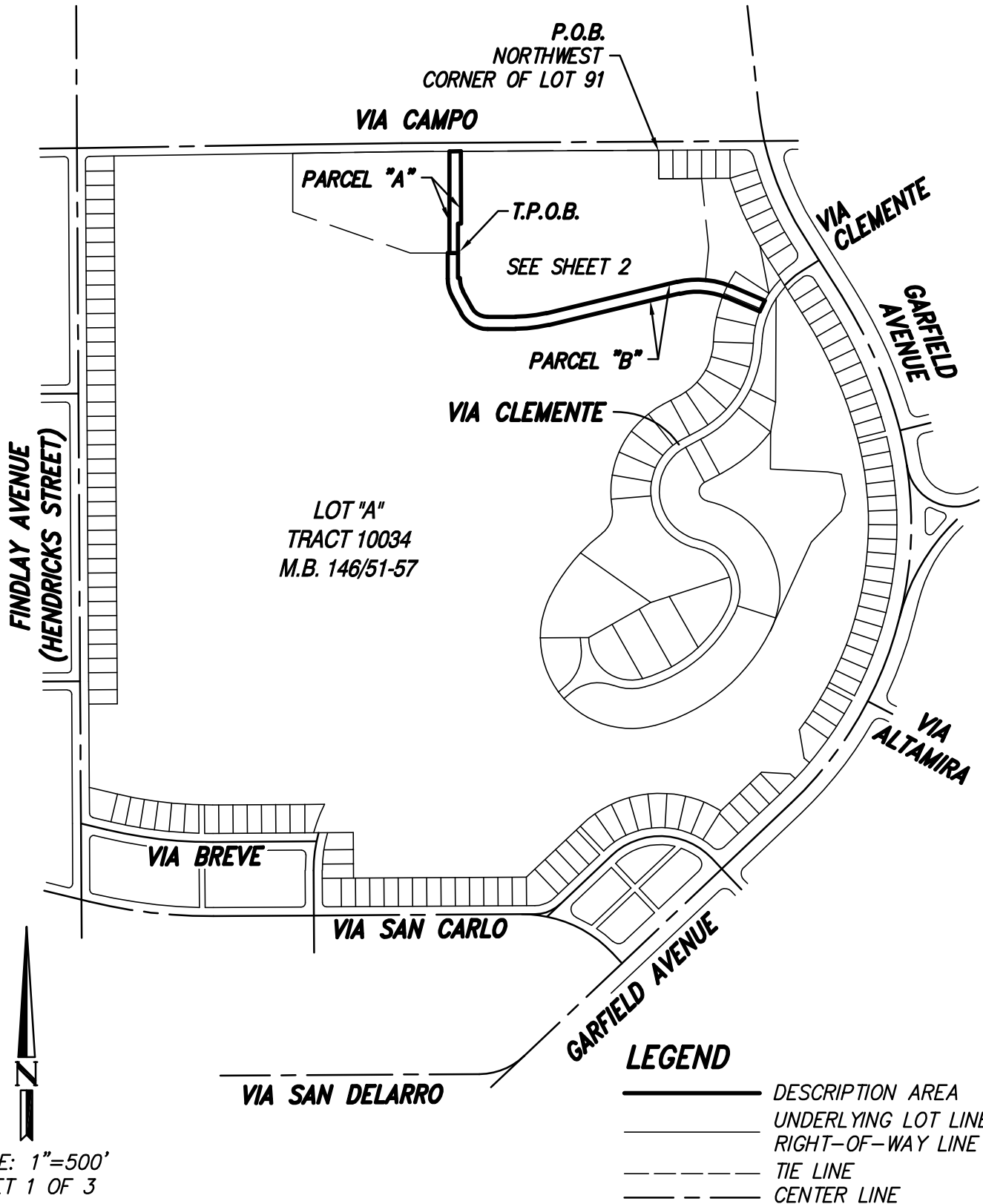
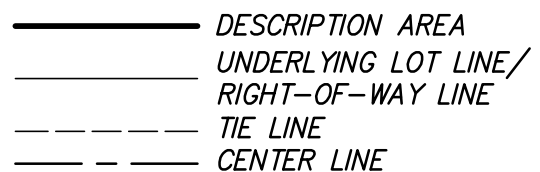


EXHIBIT "B"
PLAT
CITY OF MONTEBELLO, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

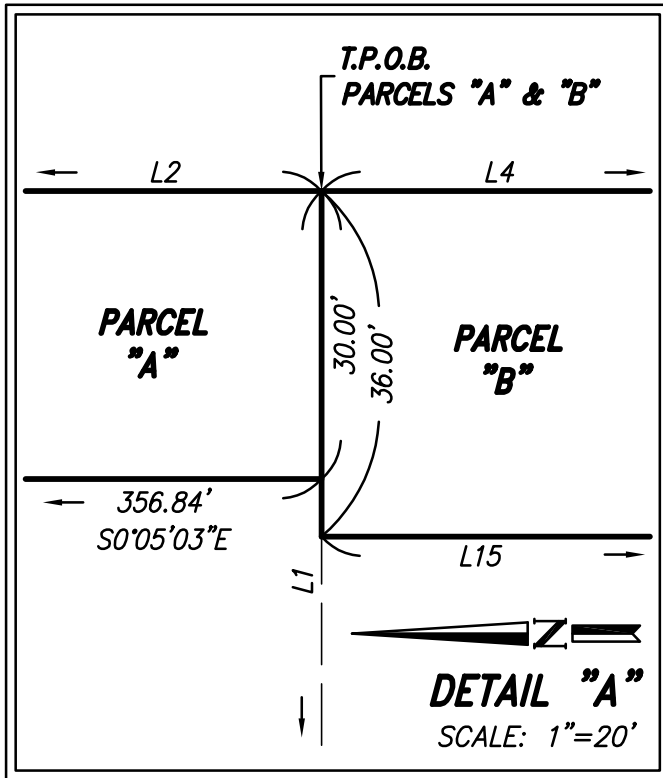


DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°54'57"E	167.83'
L2	N00°05'03"W	103.22'
L3	N89°54'57"E	10.50'
L4	S00°05'03"E	87.75'
L5	N89°54'57"E	6.00'
L6	S00°05'03"E	2.32'
L7	S28°27'15"E	64.17'
L8	N89°54'57"E	97.89'
L9	S67°02'03"E	126.90'
L10	S61°43'18"E	(RAD)
L11	S68°49'25"E	(RAD)
L12	N67°02'03"W	125.61'
L13	S89°54'57"W	97.89'
L14	N28°27'15"W	64.17'
L15	N00°05'03"W	90.07'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	28°22'12"	94.00'	46.54'
C2	61°37'48"	64.00'	68.84'
C3	13°26'29"	464.00'	108.85'
C4	36°29'29"	306.00'	194.89'
C5	7°06'07"	339.22'	42.05'
C6	36°29'29"	264.00'	168.14'
C7	13°26'29"	506.00'	118.70'
C8	61°37'48"	106.00'	114.02'
C9	28°22'12"	136.00'	67.34'

SHEET 3 OF 3

EXHIBIT "B"
PLAT
CITY OF MONTEBELLO, CALIFORNIA

DRRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

RESOLUTION NO. 23-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, RENAMING THE MONTEBELLO GOLF COURSE TO BELLA VERDE RESORT AT MONTEBELLO AND RENAMING PORTION OF VIA SAN CLEMENTE ROAD FROM N. GARFIELD AVENUE TO THE SOUTH ENTRANCE OF THE CITY OF MONTEBELLO GOLF COURSE, AS “BELLA VERDE DRIVE”

RECITALS

WHEREAS, Section 34091.1 of the California Government Code provides that, whenever the City Council finds that a name should be adopted and applied to any city street, the City Council may adopt a resolution designating a name for such street; and

WHEREAS, Section 34092 of the Government Code provides that, whenever the name of any street is adopted by the City, the City Clerk shall promptly forward a copy of the resolution providing for such new name to the Board of Supervisors of the County of Los Angeles; and

WHEREAS, the City declares the renaming of the Montebello Golf Course to Bella Verde Resort at Montebello; and

WHEREAS, the City Council finds and declares that Via San Clemente Road is a public street that runs north to south from N. Garfield Avenue to the end of the Street at the Edison parcel No. 6343-027-800. City desires to rename a portion of Via San Clemente Road, from N. Garfield Ave to the south entrance of the City of Montebello Golf Course as “Bella Verde Drive”.

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

SECTION 1. Rename the Montebello Golf Course to Bella Verde Resort at Montebello.

SECTION 2. A portion of the public street known as Via San Clemente Road, as depicted on the map attached as Exhibit “A” from N. Garfield Avenue to the south entrance of the City of Montebello Golf Course shall be named “Bella Verde Drive.”

SECTION 3. The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution, attested by the City Clerk under seal, to be forwarded to the Board of Supervisors for the County of Los Angeles in the manner required by Section 34092 of the Government Code.

RESOLUTION NO. 27-31

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SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER 2023.

David N. Torres, 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. 23-71 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 27th day of September 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 27-31

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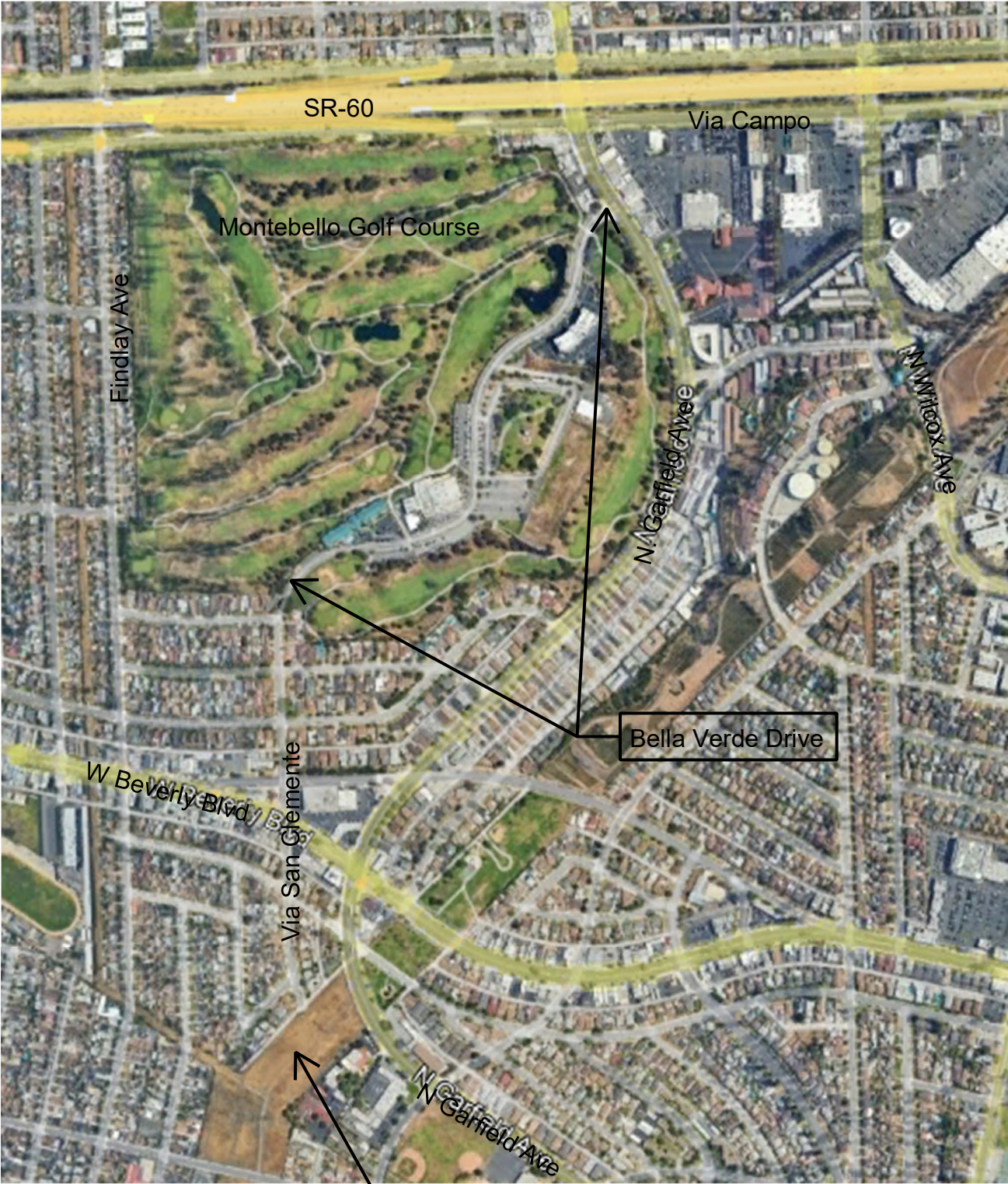
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Map

EXHIBIT A



Edison Parcel

Parcel No.
6343-027-800





ITEM # 21

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-68 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 27, 2023**

RESOLUTION NO. 23-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1559, consisting of 9 pages, and including:

Warrant No.

General: Check No. 601004 through 601143
ACH No. 4856 through 4938

On file in the office of the City Clerk, the same having been audited and approved by the Assistant 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 27th day of September 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-68

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-68 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 27th day of September 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1559
From Payment Date 09/01/23 - To Payment Date 09/14/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4856	09/07/2023	\$7,360.92	SUPPLIES	3163	BANK OF AMERICA
4857	09/07/2023	\$5.00	BMO LIVE TEST	2533	LAURENCE GONG
4858	09/07/2023	\$5.00	BMO LIVE TEST	3001	MICHAEL SOLORZA
4859	09/07/2023	\$1,670.98	SUPPLIES	3163	BANK OF AMERICA
4860	09/07/2023	\$1,743.41	SUPPLIES	3163	BANK OF AMERICA
4861	09/07/2023	\$110.58	SUPPLIES	3163	BANK OF AMERICA
4862	09/07/2023	\$6,843.21	SUPPLIES	3163	BANK OF AMERICA
4863	09/07/2023	\$85,241.35	VEHICLE PURCHASES	1700	72 HOUR LLC
4864	09/07/2023	\$2,393.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
4865	09/07/2023	\$110,728.21	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
4866	09/07/2023	\$14,092.40	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4867	09/07/2023	\$1,516,332.05	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
4868	09/07/2023	\$10,746.57	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4869	09/07/2023	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
4870	09/07/2023	\$5,213.64	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4871	09/07/2023	\$28,802.60	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
4872	09/07/2023	\$139.90	CONTRACT SERVICES	23660	DAIOHS USA
4873	09/07/2023	\$18,993.71	CONTRACT SERVICES	2793	IBE DIGITAL
4874	09/07/2023	\$39.47	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
4875	09/07/2023	\$192,090.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
4876	09/07/2023	\$36,946.52	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
4877	09/07/2023	\$551.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
4878	09/07/2023	\$49,881.80	CONTRACT SERVICES	3191	RL CONTROLS LLC
4879	09/07/2023	\$3,621.97	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
4880	09/07/2023	\$2,882.15	SUPPLIES	31270	STARBOARD TACK SUPPLY INC



City of Montebello
Register of Demands No. 1559
From Payment Date 09/01/23 - To Payment Date 09/14/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4881	09/07/2023	\$3,407.50	CONTRACT SERVICES	217	TRACKIT LLC
4882	09/07/2023	\$347.38	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
4883	09/07/2023	\$235.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
4884	09/14/2023	\$228.82	SUPPLIES	3163	BANK OF AMERICA
4885	09/14/2023	\$3,829.07	SUPPLIES	3163	BANK OF AMERICA
4886	09/14/2023	\$2,235.37	SUPPLIES	3163	BANK OF AMERICA
4887	09/14/2023	\$6,936.82	SUPPLIES	3163	BANK OF AMERICA
4888	09/14/2023	\$621.54	FURNITURE & FIXTURES PURCHASES	3163	BANK OF AMERICA
4889	09/14/2023	\$4,195.84	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4890	09/14/2023	\$802.12	SUPPLIES	3163	BANK OF AMERICA
4891	09/14/2023	\$194.59	SUPPLIES	3163	BANK OF AMERICA
4892	09/14/2023	\$752.83	TRAINING	3163	BANK OF AMERICA
4893	09/14/2023	\$3,584.91	TRAINING	3163	BANK OF AMERICA
4894	09/14/2023	\$120.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4895	09/14/2023	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
4896	09/14/2023	\$4,207.75	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
4897	09/14/2023	\$105,744.57	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
4898	09/14/2023	\$2,507.47	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4899	09/14/2023	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
4900	09/14/2023	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
4901	09/14/2023	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
4902	09/14/2023	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
4903	09/14/2023	\$6,270.61	CONTRACT SERVICES	2102	JOHN P BEROKOFF
4904	09/14/2023	\$3,299.32	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4905	09/14/2023	\$9,483.28	PREPAID EXPENSES	1118	COMCATE SOFTWARE INC
4906	09/14/2023	\$919.64	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
4907	09/14/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY



City of Montebello
Register of Demands No. 1559
From Payment Date 09/01/23 - To Payment Date 09/14/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4908	09/14/2023	\$102.00	CONTRACT SERVICES	23660	DAIOHS USA
4909	09/14/2023	\$2,121.80	CONTRACT SERVICES	3169	FOOTHOLD TECHNOLOGY INC
4910	09/14/2023	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
4911	09/14/2023	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
4912	09/14/2023	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
4913	09/14/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
4914	09/14/2023	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
4915	09/14/2023	\$867.20	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
4916	09/14/2023	\$532,161.90	CONTRACT SERVICES	2793	IBE DIGITAL
4917	09/14/2023	\$18,285.00	CONTRACT SERVICES	2892	KTU & A
4918	09/14/2023	\$13,800.72	SUPPLIES	26670	LIFE-ASSIST INC
4919	09/14/2023	\$48,158.72	CONTRACT SERVICES	3365	MOHAWK FACTORING LLC
4920	09/14/2023	\$3,422.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4921	09/14/2023	\$1,067.48	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
4922	09/14/2023	\$135,183.01	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4923	09/14/2023	\$4,020.00	CONTRACT SERVICES	2934	PT EVENTS INC
4924	09/14/2023	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
4925	09/14/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
4926	09/14/2023	\$9,913.60	CONTRACT SERVICES	3147	PMC PLUMBING INC
4927	09/14/2023	\$30.00	CARPOOL INCENTIVE	3164	ANNA-MARIE QUON
4928	09/14/2023	\$667.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
4929	09/14/2023	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
4930	09/14/2023	\$840.00	EDUCATION REIMBURSEMENT	3194	ANTHONY B RODRIGUEZ
4931	09/14/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
4932	09/14/2023	\$605.47	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4933	09/14/2023	\$8.65	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4934	09/14/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES



City of Montebello
Register of Demands No. 1559
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4935	09/14/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
4936	09/14/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
4937	09/14/2023	\$8,861.42	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4938	09/14/2023	\$126.10	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTALS		\$3,421,236.69			
601004	09/05/2023	\$5.00	BMO LIVE TEST	2985	KEVIN SAYCOCIE
601005	09/07/2023	\$250.00	GENERAL GOVERNMENT	3963	ROSANA BARRERA
601006	09/07/2023	\$822.17	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
601007	09/07/2023	\$89.30	MACHINERY & EQUIPMENTS	438	CODE RED FIRE INC
601008	09/07/2023	\$216.26	FUEL	22520	HENRY AGUILAR JR
601009	09/07/2023	\$392.29	UTILITY SERVICES	39550	AT&T
601010	09/07/2023	\$10,110.00	CONTRACT SERVICES	3953	BANNER BANK
601011	09/07/2023	\$16,570.58	FURNITURE & FIXTURES PURCHASES	3649	BBI BEAU BUREAUX INTERIORS
601012	09/07/2023	\$72,523.15	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601013	09/07/2023	\$631.43	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601014	09/07/2023	\$3,250.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601015	09/07/2023	\$1,066.80	CONTRACT SERVICES	3784	CPACINC.COM
601016	09/07/2023	\$250.00	GENERAL GOVERNMENT	3328	STEPHANIE DE LA CRUZ
601017	09/07/2023	\$200.00	TRAINING	14080	RENE ESTUPINIAN
601018	09/07/2023	\$81.55	SUPPLIES	3807	VICTOR GONZALEZ
601019	09/07/2023	\$1,500.00	EDUCATION REIMBURSEMENT	3454	KIMBERLY GUILLEN
601020	09/07/2023	\$4,758.60	TRAINING	4036	HARBINGER HORIZON
601021	09/07/2023	\$6,965.18	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601022	09/07/2023	\$12,836.00	BUILDING IMPROVEMENTS	3236	HERK EDWARDS INC
601023	09/07/2023	\$2,883.04	SUPPLIES	4179	HONEY MANAGEMENT GROUP



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601024	09/07/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
601025	09/07/2023	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
601026	09/07/2023	\$7,500.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
601027	09/07/2023	\$30,455.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
601028	09/07/2023	\$10,400.00	CONTRACT SERVICES	4095	KIMBERLY ANN TURNER CONSULTING SERVICES
601029	09/07/2023	\$7,965.00	CONTRACT SERVICES	3716	KOA CORPORATION
601030	09/07/2023	\$698.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
601031	09/07/2023	\$40.66	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
601032	09/07/2023	\$250.00	GENERAL GOVERNMENT	1229	JESSICA MARTINEZ
601033	09/07/2023	\$7,153.13	FURNITURE & FIXTURES PURCHASES	1806	MAXIM MATTRESS
601034	09/07/2023	\$1,500.00	EDUCATION REIMBURSEMENT	36960	WILLIAM MOLINARI JR
601035	09/07/2023	\$23,287.41	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
601036	09/07/2023	\$7,590.79	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601037	09/07/2023	\$2,000.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
601038	09/07/2023	\$200.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
601039	09/07/2023	\$45,000.00	CONTRACT SERVICES	2801	OPENGOV INC
601040	09/07/2023	\$2,700.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
601041	09/07/2023	\$25.00	PARKS AND RECREATION	3776	ALMA PACHECO
601042	09/07/2023	\$46.85	UTILITY SERVICES	100	PICO WATER DISTRICT
601043	09/07/2023	\$10,275.00	CONTRACT SERVICES	1720	PLANETBIDS INC
601044	09/07/2023	\$12,000.00	CONTRACT SERVICES	4017	PRECISION MATERIAL MANAGEMENT, LLC
601045	09/07/2023	\$3,097.63	SUPPLIES	503	QUADIENT INC
601046	09/07/2023	\$400.00	CONTRACT SERVICES	3371	ERNANDO RECENDEZ
601047	09/07/2023	\$1,180.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
601048	09/07/2023	\$349.09	CONTRACT SERVICES	39080	ROSE EQUIPMENT REPAIR INC
601049	09/07/2023	\$500.00	TRAINING	2285	RYAN SALDIVAR
601050	09/07/2023	\$45,182.56	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601051	09/07/2023	\$56,794.60	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
601052	09/07/2023	\$936.50	CONTRACT SERVICES	3397	STERICYCLE INC
601053	09/07/2023	\$11,571.79	UTILITY SERVICES	526	T-MOBILE USA INC
601054	09/07/2023	\$575.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
601055	09/07/2023	\$30,560.75	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601056	09/07/2023	\$55,296.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
601057	09/07/2023	\$808.14	CONTRACT SERVICES	1823	SERGIO A FLORES
601058	09/07/2023	\$39,999.80	MACHINERY & EQUIPMENTS	3941	UNLIMITED POWER SOLUTIONS
601059	09/07/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
601060	09/07/2023	\$6,634.34	UTILITY SERVICES	23610	VERIZON WIRELESS
601061	09/07/2023	\$280.00	MACHINERY & EQUIPMENTS	1969	WAY SINE LLC
601062	09/07/2023	\$111,487.95	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601063	09/07/2023	\$8,466.00	TRAINING	3106	WHYD YOU STOP ME?
601064	09/07/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
601065	09/14/2023	\$55.00	GENERAL GOVERNMENT	4012	BLANCA ESPINOZA
601066	09/14/2023	\$127,918.53	CONTRACT SERVICES	16030	AAA ELECTRICAL SUPPLY
601067	09/14/2023	\$118.06	UTILITY SERVICES	1732	AT&T CORP
601068	09/14/2023	\$10,385.28	AFLAC OTHER	55860	AFLAC
601069	09/14/2023	\$4,559.24	SUPPLIES	1870	ALEX & E PARTY RENTALS
601070	09/14/2023	\$100.00	PARKS AND RECREATION	4230	LAURA ALVAREZ
601071	09/14/2023	\$40.00	CARPOOL INCENTIVE	4242	ALEXYS AMIEL
601072	09/14/2023	\$4,292.78	UTILITY SERVICES	39550	AT&T
601073	09/14/2023	\$4.41	UTILITY SERVICES	39550	AT&T
601074	09/14/2023	\$790.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
601075	09/14/2023	\$5,425.00	CONTRACT SERVICES	3953	BANNER BANK
601076	09/14/2023	\$400.00	CONTRACT SERVICES	528	FRANK BARAJAS
601077	09/14/2023	\$500.00	CONTRACT SERVICES	2769	KATALINA BELTRAN



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601078	09/14/2023	\$8,693.06	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601079	09/14/2023	\$13,722.28	CONTRACT SERVICES	4058	BSN SPORTS
601080	09/14/2023	\$155.00	DUES & SUBSCRIPTIONS	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
601081	09/14/2023	\$125.00	CONTRACT SERVICES	132	LOUISE P JOHNSON
601082	09/14/2023	\$16,086.49	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601083	09/14/2023	\$5,000.00	TRAINING	855	CAREER SURVIVAL GROUP
601084	09/14/2023	\$250.00	GENERAL GOVERNMENT	4228	ROBERT MAXIMUS CARILLO
601085	09/14/2023	\$339.45	CONTRACT SERVICES	4235	YONG CHANG
601086	09/14/2023	\$6,592.29	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601087	09/14/2023	\$395.23	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601088	09/14/2023	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
601089	09/14/2023	\$23,621.30	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
601090	09/14/2023	\$496.10	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
601091	09/14/2023	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
601092	09/14/2023	\$172.90	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601093	09/14/2023	\$254,075.23	CONTRACT SERVICES	30170	CITY OF DOWNEY
601094	09/14/2023	\$721.31	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
601095	09/14/2023	\$298.56	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
601096	09/14/2023	\$255.00	GENERAL GOVERNMENT	4237	JOSE FERNANDEZ
601097	09/14/2023	\$2,018.87	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601098	09/14/2023	\$250.00	GENERAL GOVERNMENT	4227	JANEL M FRIAS
601099	09/14/2023	\$8,361.38	UNIFORM EXPENSE	55650	GALLS LLC
601100	09/14/2023	\$125.00	PARKS AND RECREATION	4225	JACQUELINE GRANILO
601101	09/14/2023	\$340.00	PARKS AND RECREATION	4222	KIRAN GURALA
601102	09/14/2023	\$3,291.98	SALES TAX LIABILITY	2059	HASA INC
601103	09/14/2023	\$232.81	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
601104	09/14/2023	\$675.96	SALES TAX LIABILITY	582	HYDRAULIC ELECTRIC INC



City of Montebello
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From Payment Date 09/01/23 - To Payment Date 09/14/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601105	09/14/2023	\$4,417.46	CONTRACT SERVICES	993	IVA SOLUTIONS INC
601106	09/14/2023	\$250.00	GENERAL GOVERNMENT	4231	MONICA M JEFFERSON
601107	09/14/2023	\$1,500.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
601108	09/14/2023	\$43,003.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
601109	09/14/2023	\$943.18	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
601110	09/14/2023	\$50.00	PARKS AND RECREATION	4229	ANGELINA LOPEZ
601111	09/14/2023	\$250.00	GENERAL GOVERNMENT	4236	MARIO LOPEZ
601112	09/14/2023	\$20.00	CONTRACT SERVICES	58760	COUNTY OF LOS ANGELES
601113	09/14/2023	\$70.00	PARKS AND RECREATION	4224	YVETTE MENA-SANCHEZ
601114	09/14/2023	\$824.50	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
601115	09/14/2023	\$11,307.31	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601116	09/14/2023	\$2,000.00	EDUCATION REIMBURSEMENT	3218	TREVOR MORGAN
601117	09/14/2023	\$400.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
601118	09/14/2023	\$250.00	GENERAL GOVERNMENT	4226	SONIA ONOFRE
601119	09/14/2023	\$250.00	GENERAL GOVERNMENT	4239	BLANCA PALACIOS
601120	09/14/2023	\$415.50	RETIREMENT	42490	LINDA PAYAN
601121	09/14/2023	\$423.80	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
601122	09/14/2023	\$1,600.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
601123	09/14/2023	\$683.71	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601124	09/14/2023	\$55.00	GENERAL GOVERNMENT	4223	CARITINA SANCHEZ MARTINEZ
601125	09/14/2023	\$30.00	CARPPOOL INCENTIVE	2985	KEVIN SAYCOCIE
601126	09/14/2023	\$6,146.30	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
601127	09/14/2023	\$1,347.47	SUPPLIES	345	SCHWAAB INC
601128	09/14/2023	\$1,250.00	CONTRACT SERVICES	4232	STUART RUSSELL SIMONE
601129	09/14/2023	\$9,448.23	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
601130	09/14/2023	\$20,081.01	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601131	09/14/2023	\$1,611.00	CONTRACT SERVICES	8460	SOUTHLAND ALARM INC



City of Montebello
Register of Demands No. 1559
From Payment Date 09/01/23 - To Payment Date 09/14/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601132	09/14/2023	\$12,515.00	CONTRACT SERVICES	4186	STATION AUTOMATION, INC.
601133	09/14/2023	\$100.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
601134	09/14/2023	\$2,200.00	CONTRACT SERVICES	3779	THE ROLLING THRONE LLC
601135	09/14/2023	\$1,067.80	SUPPLIES	3110	TOMAS ALVARADO
601136	09/14/2023	\$400.00	GENERAL GOVERNMENT	4238	WENDY TORRES
601137	09/14/2023	\$2,542.19	UTILITY SERVICES	72570	US TELEPACIFIC CORP
601138	09/14/2023	\$43,315.73	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601139	09/14/2023	\$27,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
601140	09/14/2023	\$3,106.33	SUPPLIES	45120	ULINE INC
601141	09/14/2023	\$87,623.75	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601142	09/14/2023	\$7,171.23	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
601143	09/14/2023	\$49.48	SUPPLIES	2905	ZUTRA WATER
CHECK TOTAL		\$1,488,796.30			
GRAND TOTAL		\$4,910,032.99			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - October

OCTOBER 11TH

Item #	Description	Session	Department	Presenter
	Citizen of the Month	Presentation	Public Affairs	David Sosnowski
	Breast Cancer Awareness Month	Presentation	Public Affairs	David Sosnowski
	Bullying Prevention Month	Presentation	Public Affairs	David Sosnowski
	Domestic Violence Awareness Month	Presentation	Public Affairs	David Sosnowski
	Down Syndrome Awareness Month	Presentation	Public Affairs	David Sosnowski
	Request from Senator Bob Archuleta to Declare the Armenian Monument as a Historical Landmark 10/11	Regular Business	Administration	Acting CM Salazar
	Sewer System Management Plan	Consent	Public Works	Rita Montalvo
	Emergency Work - Pending Title	Consent	Public Works	Rita Montalvo
	Community HUB (Whittier Blvd)	Consent	Planning	Joseph Palombi
	Request to Issue an RFP for the Arts in Public Places Consultant	Consent	Planning	Joseph Palombi
	Award of Contract for ADA Facilities Assessment	Consent	Parks & Rec	David Sosnowski
	Parks and Facilities Rules and Regulations	Consent	Parks & Rec	David Sosnowski
	Replacement of Backup Batteries (Dispatch)	Consent	Police	Chief Espinosa
	Minutes	Consent	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza