



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, OCTOBER 25, 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)
Creswell, Vernon v City of Montebello
State Case No. BC673051
State Lead Case No. Consolidated with 20STCV49254
Federal Case No. 5:22-cv-00787
2. **CONFERENCE WITH LABOR NEGOTIATOR**
Government Code Section 54957.6
Agency Negotiators: Arlene Salazar, Acting City Manager; Nicholas Razo, Director of Human Resources
Employee Organization: SMART-TD

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **OATH OF OFFICE FOR MIA FLORES, YOUTH AND EDUCATION COMMISSIONER**
4. **MCAP QUARTERLY UPDATE**
5. **INCLUSIONARY HOUSING PRESENTATION**

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

REGULAR BUSINESS

6. FISCAL YEAR 2023-24 FIRST QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and presentation on the Fiscal Year 2023-24 First Quarter Budget Report; 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.

7. FIRST QUARTER FISCAL YEAR 2023-24 TREASURER'S REPORT (AS OF SEPTEMBER 30, 2023)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023 (First Quarter of Fiscal Year 2023-24).

8. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4152 FOR A PARK AMENITIES ACCESSIBILITY ASSESSMENT (RFP NO. 24-2) TO "COMMUNITY WORKS GROUP DESIGN"

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4152 to "Community Works Design Group" in an amount not-to-exceed Seventeen Thousand Four Hundred Forty Five Dollars (\$17,445) annually for a Park Amenities Accessibility Assessment; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$17,445 in Account No. 100-70-700-6040.10; and
4. Take such additional, related action that may be desirable.

9. UNINTERRUPTED POWER SYSTEM (UPS) REPLACEMENT - MONTEBELLO POLICE DEPARTMENT 911/COMMUNICATION CENTER

RECOMMENDATION: It is recommended that the City Council:

1. Determine and find that the replacement is of an emergency nature and required to prevent interruptions to the Montebello Police Department 911/Communication Center; and
2. Authorize the City Manager to execute a professional service agreement with Computer Protection Technology for the replacement of the uninterrupted power system (UPS) and Amend the Fiscal Year

2023-2024 budget by increasing appropriations by \$222,134.96 in Account No. (230-99-847-6010.10) for the emergency replacement; and

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

10. APPROVE PURCHASE OF REPLACEMENT POLICE DEPARTMENT VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of two (2) vehicles from Ford of of Montebello (Ford Explorer) and Camino Real Chevrolet (Chevrolet Tahoe) for use by Police Department administrative (command) staff; and
2. Authorize the surplus of unneeded or otherwise unnecessary police vehicles; and
3. Take such additional, related action that may be desirable.

11. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT24122, in the amount of \$145,000; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by \$145,000 in grant Account No. 265-8013-800, OTS-STEP Grant, PT24122 FY 2023-24 (Overtime, Other Direct Costs and Travel and Meetings); and
3. Take such additional, related action that may be desirable.

12. APPROVE ISSUING A BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) NO. 24-7

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7; and
2. Take such additional, related action that may be desirable.

13. AMEND THE FISCAL YEAR 2023-24 TRANSIT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2023-24 by increasing appropriations in the various accounts as detailed on Attachment A in the total amount of \$10,790,471; and
2. Take such additional, related action that may be desirable.

14. APPROVE ISSUING A REQUEST FOR PROPOSALS FOR AN ART ADVISORY CONSULTANT TO SUPPORT AND FACILITATE THE ART IN PUBLIC PLACES PROGRAM AND PERFORM ADDITIONAL RELATED AS-NEEDED SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Request for Proposals ("RFP") for an Art Advisory Consultant to Support and Facilitate the Art in Public Places Program and Perform Related As-Needed Services; and,
2. Take such additional, related action that may be desirable.

15. ADOPT RESOLUTION NOS. 23-76 AND 23-77 APPROVING THE JOB SPECIFICATION AND SALARY RANGE FOR THE FULL-TIME EQUIVALENT CLASSIFICATION OF ELECTRICIAN AND PLUMBER

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-76 approving the job specification for the full-time equivalent (FTE) classification of Electrician and Plumber; and
2. Adopt Resolution No. 23-77 approving the compensation plan to include the salary range for both the FTE classification of Electrician and Plumber (Range 27: \$63,242 – \$78,980); and
3. Take such additional, related action that may be desirable.

16. APPROVE AGREEMENT NO. 4158 WITH FLO-SERVICE, INC. FOR MAINTENANCE AND REPAIRS FOR THE SEWER LIFT STATION AT 348 E. LINCOLN AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No.4158 with Flo-Services for repairs for the Sewer Lift station at 348 E. Lincoln Avenue at Sanchez Drive in the total amount of \$235,432 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(D); and,
2. Approve issuing a purchase order to A-n-W Construction for sidewalk repairs in the amount of \$10,818; and
3. 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
4. Authorize issuing a request for Proposals (RFP) for the maintenance, operation, and repairs of the four (4) sewage pump stations at Lincoln Avenue at Rancho Drive, Natasha Lane cul-de-sac, Lincoln Avenue at Sanchez Drive, and Grant Rea Park; and
5. Take such additional, related, action that may be desirable.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-75 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 25, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-75 approving the Warrant Register dated October 25, 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.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 8, 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, October 29, 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 # 6

**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: FISCAL YEAR 2023-24 FIRST QUARTER BUDGET REPORT

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file this agenda report and presentation on the Fiscal Year 2023-24 First Quarter Budget Report; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2023-24 budget was adopted on June 14, 2023. Since adoption, changes (amendments) to the budget have been made. In addition, there are now three months of revenue and expenditure results that allow trends to be analyzed and an updated budget forecast to be presented (i.e., actual results through the first week of October). In addition, presentation of quarterly reports on a regular basis shows good financial stewardship and promotes transparency.

This First Quarter Budget report will focus on the General Fund and will provide updated expenditure and revenue projections for the fiscal year. There will also be a brief discussion of the two enterprise funds which record the activity of the City-owned hotels (Hilton Garden Inn and Home2Suites).

The General Fund budget was adopted with a \$628,950 surplus: revenue of \$73,316,400 forecasted higher than expenditures of \$72,687,450. Since adoption in June, budget amendments have been made to department expenditure appropriations, and new information is available on revenue trends. Updated (unaudited) revenue performance at the June 30, 2023 fiscal year close has provided additional information to update FY

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 10

2023-24 revenue projections. Also, three months of data provide trends for where expenditures are headed by year-end, allowing for updated estimates to be presented.

The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the adopted budget for FY 2023-24. In addition, a comparison of the unaudited FY 2022-23 actuals are presented:

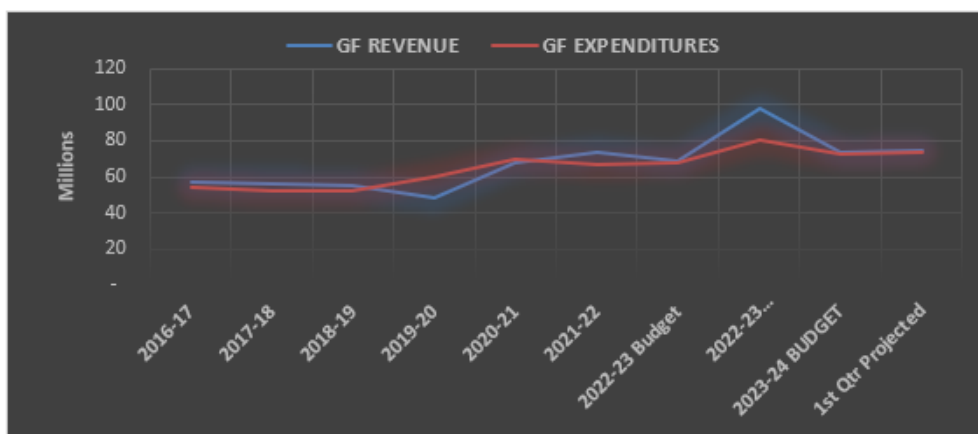
	FY 22-23 Adopted	FY 22-23 Actuals (Unaudited)*	FY 23-24 Adopted	FY 23-24 1st Qtr Projected
General Fund Revenue	68,685,800	98,198,521	73,316,400	74,194,117
General Fund Expenditures	67,990,100	80,075,880	72,687,450	73,679,077
	695,700	18,122,641	628,950	515,040

*Unaudited results as of 06/30/2023 subject to change until completion of ACFR

The General Fund closed (unaudited) FY 2022-23 with a surplus (revenue exceeding expenditures) of \$18,122,641. That includes revenue from the sale of the City's water system (\$16.435 million), sale of a City-owned property in the City of Pico Rivera (\$1.269 million) and the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) as the "Revenue Loss" category per the American Rescue Plan Act (\$4.613 million).

This surplus will double the amount of available reserves in the General Fund, pushing fund balance to approximately 40% of FY 2023-24 operating revenue. The preparation of final audited financial statements is currently underway, with anticipated completion by the end of the calendar year. Based on unaudited results, General Fund fund balance should grow from \$14.716 million as of June 30, 2022 to \$32.094 million as of June 30, 2023. Staff will have more precise figures once preparation of the Annual Comprehensive Financial Report (ACFR) is completed and presented to the City Council.

The chart below provides historical context, plotting actual, budgeted and projected General Fund revenues against expenditures from FY 2016-17 to FY 2023-24:



There were slight surpluses pre-pandemic (i.e., prior to FY 2019-20). The large gap between revenue and expenditure actuals in FY 2019-20 shows the impact of lower revenue negatively impacted by the pandemic, plus one-time capital expenditures related

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 10

to infrastructure projects that utilized the 2009 excess bond proceeds: Taylor Ranch Park project, City Hall roof replacement, Police HVAC replacement, etc.

The surplus in FY 2021-22 and FY 2022-23 continues a positive trend where revenue exceeds expenditures, assisted by the recognition of one-time revenues as described above. The FY 2023-24 1st Quarter projection forecasts another surplus year. Having a General Fund surplus helps build available reserves, placing the City on stronger financial footing as fund balance grows as a percentage of operating revenue.

The paragraphs below present a more detailed discussion of the changes based on 1st Quarter actuals and their impact on the forecast for fiscal year end.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL:

N/A

ANALYSIS:

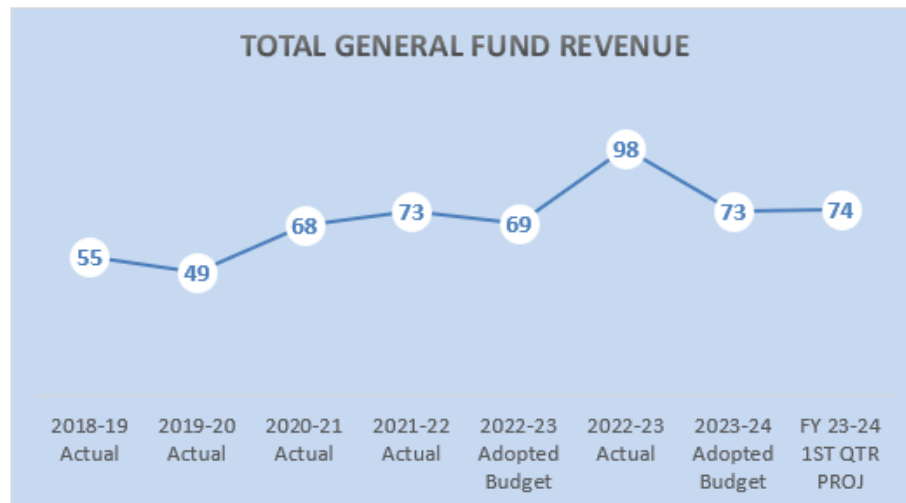
At the time the FY 2023-24 budget was adopted on June 14, 2023, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2022-23 provides additional, unaudited insight into revenue and expenditure performance. That information along with additional data (i.e., actuals) from July – September allows an updated forecast for fiscal year-end to be presented.

Revenue

Overall, General Fund revenue is projected to be \$877,717 higher than the adopted budget (\$74.194 million vs. \$73.316 million). This increase represents the net impact of changes to revenue accounts across the General Fund. The chart and table below present high-level overviews of General Fund revenue – by totals and major revenue category (see also Attachment A):

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 4 of 10



	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	FY 23-24 1ST QTR PROJ
SALES TAX						
1% Bradley Burns	13,507,132	14,617,152	14,380,000	14,851,025	14,935,000	15,075,000
Monterey Park Marketplace	1,064,486	1,378,534	1,316,900	1,525,665	1,300,000	1,500,000
Measure H	7,698,629	9,383,293	9,430,000	9,974,915	9,850,000	10,000,000
SALES TAX TOTAL	22,270,247	25,378,979	25,126,900	26,351,605	26,085,000	26,575,000
PROPERTY TAX						
Secured	4,550,175	4,662,929	4,992,600	4,953,607	5,229,000	5,100,000
In-Lieu of VLF	7,238,433	7,629,793	7,928,400	7,997,213	8,165,800	8,165,800
Other Property Tax	1,925,957	1,902,406	1,954,000	2,373,748	2,218,000	2,223,000
PROPERTY TAX TOTAL	13,714,565	14,195,128	14,875,000	15,324,568	15,612,800	15,488,800
OTHER TAXES	476,959	631,085	625,000	650,178	625,000	625,000
FRANCHISE TAXES	2,316,250	2,300,508	2,445,000	3,013,891	3,055,000	3,030,000
LICENSES AND PERMITS	6,105,526	8,239,936	6,868,000	9,514,255	7,651,000	7,978,000
FINES AND FORFEITURES	2,301,787	2,499,502	2,920,000	3,389,726	2,940,000	2,940,000
INVESTMENT INCOME	77,455	16,846	124,000	665,162	350,000	350,000
INTERGOVERNMENTAL	1,096,273	6,311,327	12,000	4,630,077	15,000	85,825
CHARGES FOR SERVICE	5,770,641	7,248,267	7,720,800	8,024,239	7,940,100	8,060,154
OTHER REVENUE	9,823,255	2,962,046	3,869,100	22,319,439	4,742,500	4,661,338
TRANSFERS IN	3,570,002	3,637,348	4,100,000	4,315,381	4,300,000	4,400,000
TOTAL GENERAL FUND REVENUE	67,522,960	73,420,972	68,685,800	98,198,521	73,316,400	74,194,117

The largest positive change (in dollars) comes in the Sales Tax category, showing an increase of \$490,000 over the adopted budget. The pandemic wreaked havoc with the economy and society over the past three plus years, but retail activity has continued to recover. All three categories of sales tax continue to perform positively: 1% Bradley Burns, Measure H, and Monterey Park Marketplace.

The table below shows sales tax data from FY 2020-21 through FY 2023-24, including the updated 1st Quarter forecast for all three separate sources of sales tax:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 5 of 10

	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	FY 23-24 1ST QTR PROJ
SALES TAX						
1% Bradley Burns	13,507,132	14,617,152	14,380,000	14,851,025	14,935,000	15,075,000
Monterey Park Marketplace	1,064,486	1,378,534	1,316,900	1,525,665	1,300,000	1,500,000
Measure H	7,698,629	9,383,293	9,430,000	9,974,915	9,850,000	10,000,000
SALES TAX TOTAL	22,270,247	25,378,979	25,126,900	26,351,605	26,085,000	26,575,000

The dollar increases in sales tax projections equates to a 1.9% overall increase (versus adopted budget), with Bradley Burns and Measure H forecasted amounts increasing approximately 0.9% and 1.5% (respectively) over the budgeted amounts. Staff has conferred with its sales tax consultant (HdL Companies) and feel confident in these updated estimates. Moreover, HdL has indicated that when implementing a new Transaction and Use Tax, it can take up to two years for retailers to fully understand and remit the proper amounts. Heading into the fourth full year of Measure H implementation, current trends appear more accurate than at this point in prior fiscal years. Data shows that Measure H consistently trends at approximately 65% of the Bradley Burns total, and projections can be checked using that metric.

Property tax shows a slight decrease of \$124,000 when compared to the adopted budget. This decrease is due to re-calibrating FY 2023-24 projections with the unaudited actuals from FY 2022-23. Using last year's secured property tax totals of \$4.954 million, and applying a 3.0% assessed value (AV) growth rate, returns a projection of \$5.100 million, which is slightly lower than the adopted budget amount of \$5.229 million. The adopted budget amount was developed utilizing data from April and May of 2023, and without the benefit of FY 2022-23 year-end actuals. The 3.0% AV growth is a conservative estimate, and additional data will be available after December to assist in updating property tax revenue projections.

The \$25,000 decrease in the Franchise Taxes category is from a slight downward adjustment to the Cable Franchise tax amount, based on FY 2022-23 actuals. However this category will continue to grow with the addition of the new SB1383 organic waste related franchise fee. The City received \$189,000 in FY 2022-23, based on a partial year of remittances, combined with it being the first year of collection. The SB1383 organic waste franchise amount is projected at \$300,000 for FY 2023-24 and represents a new, ongoing source of General Fund revenue.

The increase of \$327,000 in the Licenses and Permits category is due to improved performance across the various "building permit" categories: plumbing, electrical, mechanical, etc. As with last fiscal year, there are some relatively large, one-time permits related to the Montebello Hills and Topgolf developments. These larger permits are not typical, and staff does not build budgets around the totals that include these one-time permits – especially the ones related to Montebello Hills. However, they do help with annual revenue and the General Fund benefits from that activity. As with the FY 2022-23 budget, the FY 2023-24 revenue budget for this category was built utilizing "typical" annual revenue totals. Anything received above and beyond the "typical" amounts will help overall projected totals for the current fiscal year.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 6 of 10

There is an additional source of new (continuing) revenue to the General Fund: fees related to digital billboards that will net the City \$50,000 annually in on-going revenue. This new revenue stream is included in the FY 2023-24 forecast and contributes to the increase of \$120,000 in the Charges for Services revenue category.

Transfers In (non-operating) revenue will increase slightly by \$100,000. This particular Transfer In reimburses the General Fund for pension related expenses, utilizing revenue from the Property Tax Override. Staff conducts a quarterly “true-up” of all pension related expenses and transfers in that amount from the Retirement Fund (Fund 205). First quarter trends, along with FY 2022-23 totals, support increased pension reimbursement for the current fiscal year.

The additional \$877,000 in General Fund revenue projected for FY 2023-24 is a positive sign of the recovering economy, improved City operations, addition of new ongoing and one-time sources of revenue and other related changes. Staff will continue monitoring actual revenues, and will present an updated forecast with the 2nd Quarter (mid-year) budget update.

Expenditures

General Fund expenditures are projected to be \$73,679,077 for FY 2023-24 (Attachment B). This \$991,627 (1.4%) increase over the adopted budget takes into account budget amendments approved by the City Council since July, encumbrance rollovers from the prior year, and updated forecasts for various line-item expense categories. The amended budget total is \$74,998,361 (\$2,319,911 increase over the adopted budget).

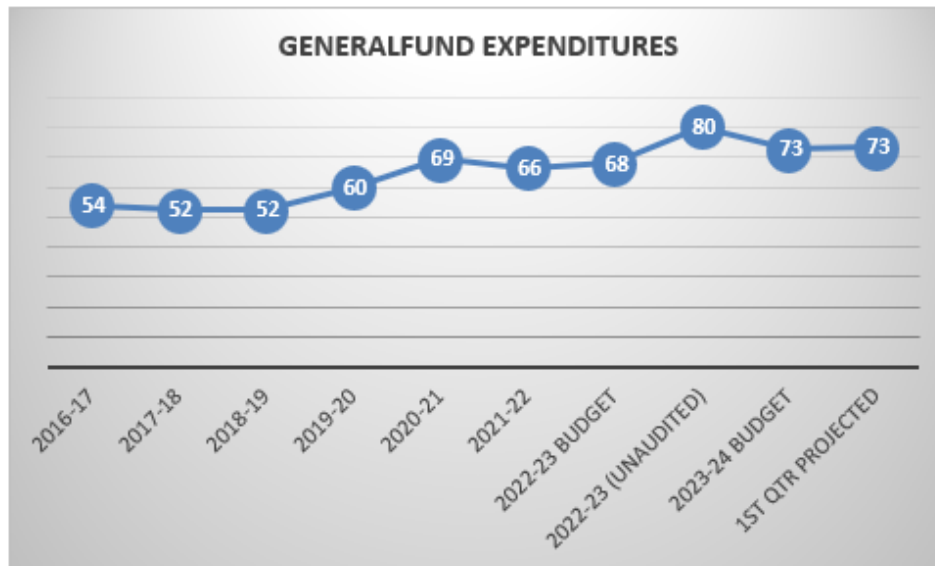
About \$1.278 million of this \$2.320 million increase to the adopted budget is from encumbrance roll-overs (open purchase orders) in the Public Works (vehicle purchase, engineering services, sewer maintenance), Community Development (general plan update) and Fire (communications back up batteries, building services) Departments. The purchase order/encumbrance rollover process is standard and occurs at the end of each fiscal year, allowing for previously approved purchase orders to be completed on projects/work that spans fiscal years. The remaining \$1.042 million in budget amendments are from FY 2023-24 City Council actions related to:

- o Care Solace mental health services (\$64,250)
- o Police Department headquarters water damage repairs (\$300,000)
- o Brownfield study engineering services (\$125,000)
- o Local Hazard Mitigation Plan preparation (\$85,000)
- o Vehicle fleet repair services (\$342,300)

The chart below provides a historical trend back to FY 2016-17 of General Fund expenditures:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 7 of 10



The table below shows – by Department/operational area – prior year actuals and budget as well as the updated FY 2023-24 projections based on actuals through October. The “Variance” column shows whether the 1st Quarter projected amount is greater than (positive amount) or less than (negative amount) the adopted budget:

	2021-22 Actuals	2022-23 Adopted Budget	2023-24 ADOPTED BUDGET	2023-24 Amended Budget	1st Quarter Projected	Variance to FY 23-24 Adopted
Administration / Elected	2,703,951	2,736,200	2,221,900	2,284,150	1,999,887	(222,013)
Community Development	2,370,062	2,602,450	2,739,200	3,213,632	3,138,806	399,606
Finance-Info Technology	2,676,890	2,648,900	4,219,450	4,237,067	3,637,053	(582,397)
Fire	15,325,501	16,887,400	17,074,150	17,947,365	16,935,217	(138,933)
Human Resources	2,172,884	2,298,300	1,684,500	1,714,490	1,656,894	(27,606)
Parks and Recreation	5,992,391	3,140,600	4,690,250	4,750,445	4,442,671	(247,579)
Police	18,928,868	19,611,000	20,158,500	20,236,531	20,935,935	777,435
Public Works	10,799,523	14,906,750	16,752,800	17,381,891	17,290,624	537,824
Non-Departmental	5,352,367	3,158,500	3,146,700	3,232,790	3,641,990	495,290
	66,322,437	67,990,100	72,687,450	74,998,361	73,679,077	991,627

For Administration (which includes the City Manager’s office, City Attorney and elected officials), the primary reason for estimated expenses coming in under the amended budget amount is salary savings. The FY 2023-24 budget was built utilizing a full year (12 months) of salary and benefits for the City Manager position. The Non-Departmental projected overage is from two primary sources: payment of a \$350,000 settlement agreement (second of two payments) and expense of remaining 2009 excess bond proceeds as projects are completed (i.e., purchase orders rolled over from the prior fiscal year).

The \$399,000 overage in Community Development (comparing to the adopted budget) is from the rollover of the purchase order associated with the preparation of the General Plan Update by Rangwalla and Associates. Based on the latest timeline, the work on this important update should be completed by fiscal year end.

The Finance-Information Technology Department is realizing savings through salary savings in each division. The Finance Division projected salaries based on the

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 8 of 10

assumption of filling vacancies at the beginning of the fiscal year. However, there has been additional staff turnover (i.e., Accountant) combined with recently hired employees being hired at lower than projected starting salaries, as well as later into the fiscal year. The Information Technology Division also has savings due to the elimination of a Director position and moving of divisions to new “home” departments (i.e., Information Technology to Finance and Public Affairs and Parks and Recreation).

The \$537,824 variance in Public Works is primarily due to the required water and mold damage repairs to the Police Department building (\$300,000). It should be noted that the City has already received \$240,000 in reimbursement from its insurance carrier. There is also additional expenses related to plan check services (approximately \$200,000). The engineering firm providing the plan check services receives a portion of the plan check revenue. Hence, as noted above, the increased revenue from various plan check and building permits helps offset the increase in plan check service expenses.

The Police Department is projecting \$777,435 in expenses over the adopted budget. There has been an increase in salary and overtime expenses, as recent MOU updates have increased base pay for sworn members of the Department. Overtime is trending about 10% over FY 2022-23, and additional months of data will help determine whether this trend holds or is seasonal (i.e., additional overtime needs for summer related community events). Staff will be closely monitoring Police Department expenses and will provide an update with the 2nd Quarter (Mid-year) budget update.

The Fire Department recently received a \$5.8 million FEMA grant (SAFER). This funding, spread over three fiscal years, will directly offset full-time firefighter salary and benefit costs. With the recent filling of eleven (11) vacancies, and the anticipated recruiting of eighteen (18) additional firefighters, this grant funding will alleviate General Fund salary expenses for the next three years. A portion of the \$1.5 million in SAFER grant funding allotted for FY 2023-24 is contributing to the projected savings in the Fire Department.

It is important to compare 1st Quarter projected expenditures against the amended budget as well. As noted above, there is approximately \$2.311 million in budget amendments so far in FY 2023-24: from a combination of purchase order rollovers (\$1.278 million) and City Council approved budget amendments (\$1.042 million). Projected expenditures are estimated to be \$1.319 million under the amended budget amount (\$73.679 million vs. \$74.998 million). The table below presents this information by Department:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 9 of 10

	2023-24 ADOPTED BUDGET	2023-24 Amended Budget	1st Quarter Projected	Variance to FY 23-24 Amended
Administration / Elected	2,221,900	2,284,150	1,999,887	(284,263)
Community Development	2,739,200	3,213,632	3,138,806	(74,826)
Finance-Info Technology	4,219,450	4,237,067	3,637,053	(600,014)
Fire	17,074,150	17,947,365	16,935,217	(1,012,148)
Human Resources	1,684,500	1,714,490	1,656,894	(57,596)
Parks and Recreation	4,690,250	4,750,445	4,442,671	(307,774)
Police	20,158,500	20,236,531	20,935,935	699,404
Public Works	16,752,800	17,381,891	17,290,624	(91,267)
Non-Departmental	3,146,700	3,232,790	3,641,990	409,200
	72,687,450	74,998,361	73,679,077	(1,319,284)

Staff will continue monitoring expenses in each department and will provide an update with the 2nd Quarter report. Whether comparing projected expenses against the adopted or amended budget, it is important to always keep in mind projected revenue. So long as General Fund revenue is projected to exceed forecasted expenditures, then a surplus will be realized at fiscal year-end. This 1st Quarter report shows an expected General Fund surplus of \$515,040, as projected revenue has grown to \$74.194 million, vs. the adopted budget amount of \$73.316 million.

Hilton Garden Inn and Home2Suites (Revenue and Expenditures)

The City's two hotels have revenue and expenditure activity recorded in separate enterprise funds (Fund 620 for Hilton Garden Inn and Fund 625 for Home2Suites). These are separate and independent from each other, and also distinct from any Golf Course or Quiet Cannon operations (which have revenue and expenditures recorded in a separate fund, Fund 610).

To that end, it is useful to present quarterly and annual results for both hotels and provide a comparison to financial results from prior fiscal years. The table below shows quarterly and annual expenditure and revenue results from FY 2019-20 to FY 2022-23 for each hotel:

	1st Quarter			1st Quarter		
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2021-22 Actuals	FY 2022-23	FY 2022-23 Actuals
Hilton Garden Inn (Fund 620)						
REVENUE	1,752,931	28,908	1,327,356	5,359,743	1,707,326	6,655,126
EXPENDITURES	1,047,179	195,879	891,218	5,088,671	1,081,158	5,832,967
	705,752	(166,971)	436,139	271,072	626,168	822,159
Home2Suites (Fund 625)						
REVENUE	3,104,301	1,830,783	3,007,417	12,062,484	3,272,052	13,431,144
EXPENDITURES	1,399,158	862,748	1,301,370	9,782,114	1,568,537	9,306,494
	1,705,143	968,035	1,706,047	2,280,370	1,703,515	4,124,650

The Hilton Garden Inn performed well in FY 2022-23, showing a continued recovery from prior years when occupancy was negatively impacted by the pandemic, as well as the required remodel of the hotel where it was closed for six months in 2020. The hotel's FY 2022-23 unaudited results show \$6,655,126 in revenue against \$5,832,967 in expenses, for an \$822,159 surplus – a threefold increase from the surplus of FY 2021-22 (i.e., \$271,072).

The Home2Suites hotel performed extremely well last fiscal year, ending with a \$4,124,650 surplus (\$13,431,144 million in revenue against \$9,306,494 million in expenditures). That is an almost twofold increase in ending (unaudited) surplus vs. FY 2021-22 (i.e., \$2,280,370)

The continuing economic recovery, especially in the leisure and travel industries as the pandemic's negative impacts move further into the distance, have had a positive impact on the City's hotels, allowing for the return to pre-pandemic travel patterns and an increase in occupancy rates and room revenue. Recent data showed a 91% occupancy rate for Home2Suites and an 89% occupancy rate for the Hilton Garden Inn. Staff will continue monitoring the City's hotels and reporting their performance on a quarterly basis.

SUMMARY:

This 1st Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first three months of FY 2023-24 (July – September). This initial budget “check-in” is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance. The General Fund is projected to have a \$515,040 surplus (revenue over expenditures) for FY 2023-24 (\$74,194,117 in revenue versus \$73,679,077 in expenditures).

Staff will continue monitoring revenue and expenditure trends in the coming months, and will utilize the additional data to provide a budget update for the 2nd Quarter (mid-year). The 2nd Quarter budget report will also serve as the beginning of budget development for next year, utilizing projections to build next year's budget. City Council is being asked to receive and file this report and presentation

ATTACHMENT(S)

1. Attachment A - Revenue Summary
2. Attachment B - Expenditure Summary

NEXT STEPS:

N/A

General Fund Revenue
1st Quarter Budget Update, 10/25/2023

ATTACHMENT A

	2020-21 Adopted Budget	2020-21 Actual	2021-22 Adopted Budget	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	2023-24 Actual	FY 23-24 1ST QTR PROJ	Variance: Projected vs. Adopted
SALES TAX										
1% Bradley Burns	11,270,000	13,507,132	12,470,000	14,617,152	14,380,000	14,851,025	14,935,000	1,212,191	15,075,000	140,000
Monterey Park Marketplace	971,000	1,064,486	1,125,000	1,378,534	1,316,900	1,525,665	1,300,000	0	1,500,000	200,000
Measure H	6,000,000	7,698,629	7,170,000	9,383,293	9,430,000	9,974,915	9,850,000	755,377	10,000,000	150,000
SALES TAX TOTAL	18,241,000	22,270,247	20,765,000	25,378,979	25,126,900	26,351,605	26,085,000	1,967,568	26,575,000	490,000
PROPERTY TAX										
Secured	4,507,000	4,550,175	4,800,600	4,662,929	4,992,600	4,953,607	5,229,000	0	5,100,000	-129,000
In-Lieu of VLF	7,109,000	7,238,433	7,623,500	7,629,793	7,928,400	7,997,213	8,165,800	0	8,165,800	0
Other Property Tax	1,410,000	1,925,957	1,869,000	1,902,406	1,954,000	2,373,748	2,218,000	29,446	2,223,000	5,000
PROPERTY TAX TOTAL	13,026,000	13,714,565	14,293,100	14,195,128	14,875,000	15,324,568	15,612,800	29,446	15,488,800	-124,000
OTHER TAXES	599,000	476,959	610,000	631,085	625,000	650,178	625,000	147,125	625,000	0
FRANCHISE TAXES	2,272,000	2,316,250	2,163,000	2,300,508	2,445,000	3,013,891	3,055,000	62,519	3,030,000	-25,000
LICENSES AND PERMITS	5,172,800	6,105,526	6,342,000	8,239,936	6,868,000	9,514,255	7,651,000	1,810,664	7,978,000	327,000
FINES AND FORFEITURES	2,600,000	2,301,787	2,250,000	2,499,502	2,920,000	3,389,726	2,940,000	421,993	2,940,000	0
INVESTMENT INCOME	150,000	77,455	225,000	16,846	124,000	665,162	350,000	598,957	350,000	0
INTERGOVERNMENTAL	5,500	1,096,273	7,500	6,311,327	12,000	4,630,077	15,000	73,485	85,825	70,825
CHARGES FOR SERVICE	6,894,300	5,770,641	7,066,850	7,248,267	7,720,800	8,024,239	7,940,100	1,088,557	8,060,154	120,054
OTHER REVENUE	2,440,500	9,823,255	3,896,700	2,962,046	3,869,100	22,319,439	4,742,500	385,583	4,661,338	-81,162
TRANSFERS IN	4,300,000	3,570,002	4,100,000	3,637,348	4,100,000	4,315,381	4,300,000	0	4,400,000	100,000
TOTAL GENERAL FUND REVENUE	55,701,100	67,522,960	61,719,150	73,420,972	68,685,800	98,198,521	73,316,400	6,585,897	74,194,117	877,717

General Fund Expenditures
1st Quarter Budget Update, 10/25/2023

ATTACHMENT B

	2020-21 Adopted Budget	2020-21 Amended Budget	2020-21 Actuals	2021-22 Adopted Budget	2021-22 Actuals	2022-23 Adopted Budget	2023-24 ADOPTED BUDGET	2023-24 Amended Budget	1st Quarter Projected	Variance: Projected vs. Amended
Administration / Elected	2,184,400	2,264,400	2,473,138	2,354,400	2,703,951	2,736,200	2,221,900	2,284,150	1,999,887	-284,263
Community Development	2,140,800	2,196,848	1,752,274	2,489,820	2,370,062	2,602,450	2,739,200	3,213,632	3,138,806	-74,826
Finance-Information Technology	2,158,800	2,198,750	2,201,468	2,130,300	2,676,890	2,648,900	4,219,450	4,237,067	3,637,053	-600,014
Fire	13,690,200	14,137,070	15,310,306	15,814,270	15,325,501	16,887,400	17,074,150	17,947,365	16,935,217	-1,012,148
Human Resources	1,312,200	1,534,899	1,742,602	1,928,000	2,172,884	2,298,300	1,684,500	1,714,490	1,656,894	-57,596
Parks and Recreation	4,467,100	4,780,657	5,078,363	5,361,550	5,992,391	3,140,600	4,690,250	4,750,445	4,442,671	-307,774
Police	18,989,500	19,476,126	18,916,427	18,818,950	18,928,868	19,611,000	20,158,500	20,236,531	20,935,935	699,404
Public Works	8,329,500	9,100,646	9,998,328	9,512,600	10,799,523	14,906,750	16,752,800	17,381,891	17,290,624	-91,267
Non-Departmental	2,409,000	5,871,599	11,912,014	2,998,800	5,352,367	3,158,500	3,146,700	3,232,790	3,641,990	409,200
	55,681,500	61,560,995	69,384,920	61,408,690	66,322,437	67,990,100	72,687,450	74,998,361	73,679,077	-1,319,284



ITEM # 7

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: FIRST QUARTER FISCAL YEAR 2023-24 TREASURER'S REPORT (AS OF SEPTEMBER 30, 2023)

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023 (First Quarter of Fiscal Year 2023-24).

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of September 30, 2023 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2021, 2022 and 2023 and September 2022 vs. 2023. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	June 30, 2022	June 2023	Sept 30, 2022	Sept 2023	Var to Same Qtr/Prior Yr
General	53,894,820	78,705,924	104,439,663	58,609,764	90,029,319	31,419,554
Successor Agency	13,524,868	19,405,616	17,615,874	14,495,234	14,847,503	352,268
Housing Successor Agency	455,562	633,672	1,269,432	1,055,112	1,271,352	216,240
Trust & Agency	1,300,657	1,091,804	1,091,798	1,105,889	1,130,335	24,446
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564	13,564	-
	69,189,471	99,850,581	124,430,333	75,279,564	107,292,073	32,012,509

As of September 30, 2023, total available cash was \$32.103 million greater than the

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 5

same quarter, prior year (i.e., September 30, 2022). The City's overall cash position has improved over the years. For example, the June balance for the past eight years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$124.430 million as of June, 2023 – a \$76.274 million improvement in the City's available cash position (LAIF, Bank of the West, etc.), or put another way a 258% increase. Comparing September 2016 vs. September 2023 cash balances, there has been a \$67.515 million increase in available cash (a 270% increase over the seven year period).

The continuing strength of the City's cash position is due to a number of reasons. A primary factor is proceeds from Measure H, the City's $\frac{3}{4}$ cent transaction and use tax – which began flowing to the city in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City has also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes. In addition, the recent sale of the City's water system (February, 2023) and Transit property in Pico Rivera (February, 2023) have added to the overall cash position in the past year.

It should also be noted that monthly cash balances fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year.

Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides additional financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$159,174 in annual investment income between FY 2015-16 and FY 2023-24. The

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 5

historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twenty-four months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation. Combined with the large increase in total available cash, the General Fund realized \$665,162 in revenue from its investments in FY 2023-24.

The effective rate of return on the City's investment portfolio as of September 30, 2023 was 1.04%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (October 6) have the 10-year yield at 4.78%, 5-year at 4.75% and the 2-year yield at 5.08%. The inverted yield-curve – where shorter-term treasuries have higher yields than longer-term ones despite carrying lower risk – is not often seen, and is often viewed as a harbinger to recession.

BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 4 of 5

Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$1.736 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, from June, 2020 through September 2023. The average quarterly balance for the City's checking account since June 2020 is \$13.244 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	APRIL	\$ 24,965,254	\$ 75,000,000	\$ 1,425,276
2023	MAY	\$ 25,879,884	\$ 75,000,000	\$ 14,255,276
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
2023	JULY	\$ 17,254,480	\$ 75,000,000	\$ 14,367,200
2023	AUGUST	\$ 17,475,568	\$ 75,000,000	\$ 14,367,200
2023	SEPTEMBER	\$ 10,189,195	\$ 75,000,000	\$ 14,367,200
		\$ 13,243,614	\$ 54,081,378	\$ 12,072,530

The City's Investment Policy was most recently reviewed and approved by the City Council on June 14, 2023. Prior to that, the policy was reviewed, approved and updated on: June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023

ATTACHMENT(S)

1. Attachment A - Monthly Cash Report
2. Attachment B - Portfolio Summary

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF SEPTEMBER 30, 2023**

BANK OF THE WEST

	Account Number	Account Name	9/30/23
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,271,352.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$480,302.33
3	XXXX-71041	City of Montebello	\$3,104,123.31
4	XXXX-00184	City of Montebello - FSA	\$10,922.51
5	XXXX-XX331	General	\$10,189,195.36
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$785,623.17
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$327,725.44
			\$16,175,308.38

STATE OF CALIFORNIA

	Account Number	Account Name	9/30/23
1	XX-XX-551	General	\$75,000,000.00
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$14,367,200.23
			\$89,367,200.23

FIRST MERCANTILE TRUST

	Account Number	Account Name	9/30/23
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			\$13,564.46

Pershing LLC - CDs

	Account Number	Account Name	9/30/23
CD		Enerbank USA (10/9/19-9/13/23)	\$249,000.00
CD		Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
CD		RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
CD		BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
CD		Merrick Bank (10/18/19-10/18/24)	\$249,000.00
CD		Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
CD		HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			\$1,736,000.00

Total General Cash/Investments	\$90,029,318.67
Total SA Cash/Investments	\$14,847,502.56
Total HSA Cash/Investments	\$1,271,352.27
Total T&A Cash/Investments	\$1,130,335.11
Total Trustee Cash	\$13,564.46
Total Cash/Investments	\$107,292,073.07

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
September 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,367,200.23	14,367,200.23	14,367,200.23	100.00	1	1	0.334	0.339
Investments	14,367,200.23	14,367,200.23	14,367,200.23	100.00%	1	1	0.334	0.339
Cash								
Passbook/Checking (not included in yield calculations)	480,302.33	480,302.33	480,302.33		1	1	0.000	0.000
Total Cash and Investments	14,847,502.56	14,847,502.56	14,847,502.56		1	1	0.334	0.339

Total Earnings	September 30	Month Ending	Fiscal Year To Date
Current Year		4,003.14	12,262.77
Average Daily Balance		14,849,233.43	
Effective Rate of Return		0.33%	

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
September 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	100	STATE OF CALIFORNIA		07/01/2019	14,367,200.23	14,367,200.23	14,367,200.23	0.339		0.339	1	
		Subtotal and Average	14,367,200.23		14,367,200.23	14,367,200.23	14,367,200.23			0.339	1	
		Total and Average	14,849,233.43		14,367,200.23	14,367,200.23	14,367,200.23			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
September 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
	200	BANK OF THE WEST		08/31/2019	480,302.33	480,302.33	480,302.33			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			14,849,233.43		14,847,502.56	14,847,502.56	14,847,502.56			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	100	LAIF		07/01/2019	14,367,200.23	14,367,200.23	14,367,200.23	0.339	1	0.339	8,751.32	0.00	
Subtotal and Average			14,367,200.23		14,367,200.23	14,367,200.23	14,367,200.23	0.339	1	0.339	8,751.32	0.00	
Total and Average			14,849,233.43		14,367,200.23	14,367,200.23	14,367,200.23	0.339	1	0.339	8,751.32	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
000000	200	BOFW		08/31/2019	480,302.33	480,302.33	480,302.33	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			14,849,233.43		14,847,502.56	14,847,502.56	14,847,502.56	0.328	1	0.328	8,751.32	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
September 30, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	100	LAIF	14,367,200.23	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,367,200.23	14,367,200.23
Local Agency Investment Funds Totals			14,367,200.23				0.334	0.339		0.00	14,367,200.23	14,367,200.23
Investment Totals			14,367,200.23				0.334	0.339		0.00	14,367,200.23	14,367,200.23

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
September 30, 2023

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
	200	BOFW	480,302.33			08/31/2019	0.000	0.000	09/30 - Monthly		480,302.33	480,302.33
Cash Totals			480,302.33							0.00	480,302.33	480,302.33
Total Cash and Investments			14,847,502.56				0.334	0.339		0.00	14,847,502.56	14,847,502.56

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
September 1, 2023 through September 30, 2023

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	14,367,200.23					14,367,200.23
Checking Accounts (Monthly Summary)								
	200	BANK OF THE WEST				0.00	1,790.56	
		Subtotal	482,092.89			0.00	1,790.56	480,302.33
		Total	14,849,293.12			0.00	1,790.56	14,847,502.56

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
September 2022 through September 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
September	2022	2	14,038,487.36	0.334	0.339	0.339	0	0	1	1
October	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
November	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
December	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
January	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
February	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
March	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
April	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
May	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
June	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
July	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
September	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
Average		2	14,189,750.52	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
September 2022 through September 2023

Page 1

Security Type	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	September 2023	Average by Period
Certificates of Deposit - Bank													
Certificates of Deposit - CU													
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds													
Federal Agency Issues Disc.-At Cost													
Treasury Discounts -At Cost													
Savings Accounts													
Checking Accounts													

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
September 30, 2023

Page 1

September 30Month Ending

Fiscal Year To Date

CD/Coupon/Discount Investments:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Pass Through Securities:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Cash/Checking Accounts:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	8,751.32	8,751.32
Less Accrued Interest at Beginning of Period	(4,748.18)	(-3,511.45)
Interest Earned during Period	4,003.14	12,262.77

Total Interest Earned during Period	4,003.14	12,262.77
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Total Capital Gains or Losses	0.00	0.00
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Total Earnings during Period	4,003.14	12,262.77
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Report Ver. 7.3.11

Page 36 of 302

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
September 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	98.06	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	1,487,000.00	1,487,000.00	1,487,000.00	1.94	1,696	280	1.752	1.776
	76,487,006.38	76,487,006.38	76,487,006.38	100.00%	34	6	1.301	1.319

Investments

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	13,293,318.67	13,293,318.67	13,293,318.67		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	1,027,566.49	1,027,566.49	1,027,566.49					
Subtotal		14,321,592.33	14,321,592.33					
Total Cash, Pending Redemptions and Investments	90,807,891.54	90,808,598.71	90,808,598.71		34	6	1.301	1.319

Total Earnings	September 30	Month Ending	Fiscal Year To Date
Current Year		83,073.71	255,557.96
Average Daily Balance		96,809,093.20	99,428,536.67
Effective Rate of Return		1.04%	1.02%

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Reporting period 09/01/2023-09/30/2023

Run Date: 10/04/2023 - 19:01

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Report Ver. 7.3.11
Page 37 of 302

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
September 30, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	200	STATE OF CALIFORNIA		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310		1.310	1	
		Subtotal and Average	75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.310	1	
Savings Accounts												
	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	10	10/11/2023
	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	584	05/07/2025
	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	383	10/18/2024
	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	340	09/05/2024
	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	10	10/11/2023
	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	353	09/18/2024
		Subtotal and Average	1,586,600.00		1,487,000.00	1,487,000.00	1,487,000.00			1.776	280	
		Total and Average	96,809,093.20		76,487,006.38	76,487,006.38	76,487,006.38			1.319	6	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
September 30, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
	100	BANK OF THE WEST		08/31/2019	13,293,318.67	13,293,318.67	13,293,318.67			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		707.17	707.17				1
				Subtotal		13,294,025.84	13,294,025.84				
Total Cash and Investments			96,809,093.20		89,780,325.05	89,781,032.22	89,781,032.22			1.319	6

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	200	LAIF		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	304,395.13	0.00	
	Subtotal and Average		75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	304,395.13	0.00	
Savings Accounts													
	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.13	0.00	
	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
	Subtotal and Average		6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.67	0.00	
Negotiable CDs													
	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	10	1.851	2,165.82	0.00	10/11/2023
	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	584	1.300	1,289.60	0.00	05/07/2025
	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	383	1.902	1,360.97	0.00	10/18/2024
	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	340	1.902	2,262.93	0.00	09/05/2024
	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	10	1.801	1,375.29	0.00	10/11/2023
	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	353	1.902	2,262.93	0.00	09/18/2024
	Subtotal and Average		1,586,600.00		1,487,000.00	1,487,000.00	1,487,000.00	1.775	280	1.776	10,717.54	0.00	
Total and Average			96,809,093.20		76,487,006.38	76,487,006.38	76,487,006.38	1.319	6	1.319	307,566.00	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
	100	BOFW		08/31/2019	13,293,318.67	13,293,318.67	13,293,318.67	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		13,294,025.84	13,294,025.84					
Total Cash and Investments			96,809,093.20		89,780,325.05	89,781,032.22	89,781,032.22	1.124	6	1.124	307,566.00	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
September 30, 2023

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	200	LAIF	75,000,000.00	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		75,000,000.00	75,000,000.00
Local Agency Investment Funds Totals			75,000,000.00				1.292	1.310		0.00	75,000,000.00	75,000,000.00
Savings Accounts												
	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			1,487,000.00				1.752	1.776		707.17	1,487,000.00	1,487,000.00
Investment Totals			76,487,006.38				1.301	1.319		707.17	76,487,006.38	76,487,006.38

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CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
September 30, 2023

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
	100	BOFW	13,293,318.67			08/31/2019	0.000	0.000	07/31 - Monthly		13,293,318.67	13,293,318.67
Cash Totals			13,293,318.67							0.00	13,293,318.67	13,293,318.67
Total Cash and Investments			89,780,325.05				1.301	1.319		707.17	89,780,325.05	89,780,325.05

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
September 30, 2023

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
Subtotal					498,000.00
Total Pending Redemptions					1,027,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
September 1, 2023 through September 30, 2023

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	75,000,000.00					75,000,000.00
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
	100	BANK OF THE WEST				0.00	7,168,104.98	
		Subtotal	20,461,423.65			0.00	7,168,104.98	13,293,318.67
Negotiable CDs								
	34	ENERBANK USA		1.800	09/13/2023	0.00	249,000.00 **	
		Subtotal	1,736,000.00			0.00	249,000.00	1,487,000.00
		Total	97,197,430.03			0.00	7,417,104.98	89,780,325.05

** - Indicates incomplete recording of maturity redemption.

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
September 2022 through September 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
September	2022	16	53,177,639.73	1.313	1.331	1.310	0	3	65	21
October	2022	16	45,387,111.57	1.310	1.328	1.310	0	2	64	23
November	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	24
December	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	22
January	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	14
February	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	13
March	2023	11	80,612,885.49	1.302	1.320	1.310	0	0	37	10
April	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	10
May	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	9
June	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
July	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
August	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	7
September	2023	11	76,487,006.38	1.301	1.319	1.310	0	0	34	6
Average		12	65,334,205.32	1.305%	1.324%	1.310	0	0	48	13

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
September 2022 through September 2023

Page 1

Security Type	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	95.8	96.2	95.8	95.8	97.3	97.3	97.9	97.7	97.7	97.7	97.7	97.7	98.1	97.1%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	4.2	3.8	4.2	4.2	2.7	2.7	2.2	2.3	2.3	2.3	2.3	2.3	1.9	2.9%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
September 30, 2023

Page 1

September 30Month Ending

Fiscal Year To Date

CD/Coupon/Discount Investments:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	11,847.24	11,847.24
Less Accrued Interest at Beginning of Period	(9,526.95)	(4,292.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	2,320.29	7,554.41
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	2,320.29	7,554.41

Pass Through Securities:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Cash/Checking Accounts:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	296,848.46	296,848.46
Less Accrued Interest at Beginning of Period	(216,095.04)	(48,844.91)
Interest Earned during Period	80,753.42	248,003.55

Total Interest Earned during Period	83,073.71	255,557.96
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Total Capital Gains or Losses	0.00	0.00
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Total Earnings during Period	83,073.71	255,557.96
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Portfolio GEN

CP

PM (PRF_PM6) 7.3.11

Report Ver. 7.3.11

Page 48 of 302



ITEM # 8

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4152 FOR A PARK AMENITIES ACCESSIBILITY ASSESSMENT (RFP NO. 24-2) TO "COMMUNITY WORKS GROUP DESIGN"**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4152 to "Community Works Design Group" in an amount not-to-exceed Seventeen Thousand Four Hundred Forty Five Dollars (\$17,445) annually for a Park Amenities Accessibility Assessment; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$17,445 in Account No. 100-70-700-6040.10; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed cost for a Park Amenities Accessibility Assessment ("Assessment") under the proposed agreement is Seventeen Thousand Four Hundred Forty Five Dollars (\$17,445) for the one-year (1-year) term agreement, with the option to extend up to three (3) additional years for annual playground inspections at the not-to-exceed annual cost of Ten Thousand Dollars (\$10,000). The first year cost includes the completion of the Assessment and the first year of playground inspections by a Certified Playground Safety Inspector ("CSPI"). The cost for subsequent years will cover only CSPI inspections.

The awarded agreement will be managed by the Recreation and Community Services Department and funded within the Departments Administration Division. A budget

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 3

amendment is needed to fund the initial Assessment. It is recommended that appropriations be increased by \$17,445 in Account No. 100-70-700-6040.10 (General Fund, Parks and Recreation, Administration, Outside Contracts). Future annual playground inspections will be incorporated into future budget requests.

BACKGROUND/DISCUSSION:

On July 31, 2023, the City issued Request for Proposals No. 24-2 ("RFP") seeking proposals for a Park Amenities Accessibility Assessment. The Assessment aims to make recommendations to the City of Montebello to address any gaps in accessibility by inspecting current park facilities and amenities to assess if there are elements that adversely affect the full participation of individuals with disabilities.

The agreement scope will include a physical accessibility assessment of City facilities and amenities where programs, services, and activities occur to determine any deficiencies in accessibility. The City aims to expand its adaptive programming within the City and the Assessment of amenities such as basketball courts, baseball fields, tennis courts, and playgrounds is a critical step in the process. The consultant will produce a final report which will include all findings, make recommendations to address the findings, and the estimated cost to implement each recommendation.

RFP No. 24-2 was advertised on the City website, Planet Bids and the Montebello News newspaper. Interested bidders were provided the opportunity to submit questions and corresponding answers were published using the City's online advertising platform, Planet Bids. The RFP closed on August 31, 2023 and the City received five (5) responsive proposals.

ENVIRONMENTAL:

N/A

ANALYSIS:

An Evaluation Committee ("Committee") was comprised of four (4) City employees within the Department. The Committee assessed the qualifications and expertise of each proposer in performing the services and scope of work called for in the RFP. Each proposal was scored based upon the following criteria, as it related to the scope of work:

1. Qualifications/Experience	60%
2. Reputation for Integrity and Competence	20%
3. Proposed Fees and Charges for Service	20%

From this evaluation process, "Community Works Design Group" has been selected as the most responsive and responsible bidder based upon scored proposals. Community Works Design Group has extensive experience in the development of accessibility assessments and received very favorable references. This company has produced

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 3

assessments for several municipalities including, but not limited to, the City of Los Angeles, City of Laguna Beach, and County of Riverside Regional Park and Open Space District. The company specializes in parks and recreation projects and demonstrated a thorough understanding of the Department's operations and needs. Staff are confident that "Community Works Design Group" has the qualifications and experience that best meets the needs of the City.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4152 with Community Works Design Group. for a total not-to-exceed amount of Seventeen Thousand Four Hundred Forty Five Dollars (\$17,445) per year, for a Parks Amenities Accessibility Assessment (attached hereto in substantial form); authorize the City Manager to take actions necessary to execute and finalize the City Attorney approved agreement on behalf of the City; and Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$17,445 in Account No. 100-70-700-6040.10; and direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A - Community Works Design Group Agreement in Substantial Form

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4152
WITH COMMUNITY WORKS DESIGN GROUP
(RFP No. 24-2)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on October 25, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and COMMUNITY WORKS DESIGN GROUP. (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 a park amenities accessibility assessment for 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 Request for Proposal (RFP) #24-2, Community Works Design Group proposal, 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 conduct a feasibility study as set forth fully in RFP #24-2 and the Community Works Design Group proposal as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 2 of 11

c. The CONSULTANT shall be compensated an annual amount not-to-exceed Seventeen Thousand Four Hundred Forty Five Dollars (\$17,445) 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 one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended in an annual amount not-to-exceed Ten Thousand Dollars (\$10,000), for up to three (3) 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 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 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 3 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 4 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 5 of 11

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.

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 6 of 11

- **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

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 7 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 9 of 11

construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant: Community Works Design Group
Attn: Scott Rice
4649 Brockton Ave.
Riverside, CA 92506
(951) 369-0700
Scott@cwdg.fun

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4152

Page 11 of 11

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**COMMUNITY WORKS DESIGN
GROUP**

René Bobadilla, City Manager

Scott Rice, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – RFP No. 24-2 and Community Works Design Group proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

**RFP No. 24-2
Community Works Design Group Proposal**



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 2

**Consultant Services –
Park Amenities Accessibility Assessment**

Release Date: Monday, July 31, 2023
Due Date: Thursday, August 31, 2023, at 11 a.m. PST

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

July 31, 2023

THE PROJECT

Park Amenities Accessibility Assessment

PROPOSAL OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd
Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@montebellocal.gov

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 ext. 374
Contact E-Mail: laguilar@montebellocal.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, August 16, 2023, at 11:00 a.m. PST. Prospective vendors 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>

Table of Contents	Page
1.0 Notice Inviting Proposals	5
2.0 Introduction/About the City of Montebello	6
3.0 Timeline	7
4.0 Purpose	8
5.0 Scope of Work	8
6.0 Proposal Submittal	9
7.0 Evaluation of Proposal	10
8.0 Proposal Protests	10
9.0 Execution of Agreement	12
10.0 Insurance	12
11.0 Use of Federal Funds	14
12.0 Non-Commitment of City	15
13.0 Labor Requirements	15
14.0 Records	15
15.0 Subcontractors	16
16.0 Modifications/Changes	16
17.0 Disclosure of Information	16
18.0 City of Montebello Rights	16

Appendix A – Proposal Content and Format
 Appendix B – Professional Services Agreement Sample
 Appendix C – Parks and Amenities List
 Enclosure 1 – References
 Enclosure 2 – Cost Proposal

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to conduct an Accessibility Assessment and Transition Plan of the Recreation and Community Services Department's facilities and sites, 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 bidders must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, August 16, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, August 31, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals 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 desires to improve adaptive programming and accessibility to parks, events, programs, and other areas. To commence this process, the City seeks a consultant to conduct a physical accessibility assessment of facilities not included in the ongoing ADA Self Evaluation and Transition Plan. The ideal Consultant will conduct an assessment that complies with applicable federal and state regulations and adheres to “best practices” to identify and determine deficiencies in accessibility.

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 500 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen the community through people, parks & programs.

The Department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthening Montebello's image, offering a sense of community, supporting economic development, increasing public engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintains budgetary control and fiscal responsibility for the Department, grants management, strategic planning, interdepartmental coordination, collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community-based organizations.

Programs & Services

The Department provides innovative community programs, staff-run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant-funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promotes needed senior resource programs to reinforce this group's quality of life, health, and well-being by providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation.

Special Events

The Department of Recreation and Community Services coordinates special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest.

Sports

Staff coordinates sports programs and field rentals for all community members and sports organizations. Staff have developed and overseen the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; and a summer swimming team.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Monday, July 31, 2023 |
| • Online Q&A Deadline | Wednesday, August 16, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, August 31, 2023, at 11 a.m. PST |
| • City Review of Submissions | September 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-October 2023 |
| • Award | Late October/Early November 2023 |

4.0 Purpose

Through this solicitation, the City of Montebello intends to obtain the services of a qualified consultant to conduct playground inspections of City-owned parks and facilities. Further details regarding the City's needs can be found in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City of Montebello is seeking the services of a consultant to conduct an accessibility evaluation of the locations and amenities listed in *Appendix C – Parks and Amenities List*. Additionally, the City desires to obtain the services of a Certified Playground Safety Inspector (CPSI) to provide annual playground inspections of facilities within the City.

The preferred Consultant will have the responsibility of conducting the following duties and tasks:

- A. Perform an initial investigation and document review. Aspects of this initial investigation shall include:
 - i. Review existing City accessibility-related documents, facility condition assessments, as-built drawings, and other related and necessary reports.
 - ii. Review all applicable City and regulatory agency policies and procedures related to accessibility, including all local, county, state, and federal policies, laws, regulations, and guidelines.
- B. Meet with City staff at least three (3) times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and City staff meetings deemed necessary.
- C. Develop the procedures and forms needed to conduct field surveys and assessments.
- D. Conduct assessment surveys with field investigations of identified park amenities and open spaces in Montebello that provide programs, services, or activities to the public, as appropriate. The surveys will identify physical barriers that could limit accessibility.
- E. Using information obtained via document review, surveys, and general investigations, develop reports which shall include the following:
 - i. Executive summary.
 - ii. Barrier description and severity rating to measure relative impact to access.
 - iii. Digital photograph(s) and documentation of each barrier.
 - iv. Reference drawings/maps showing the specific location of the barrier.

- v. Proposed solution(s) to eliminate the barrier.
 - vi. Individual cost estimates for each solution.
- F. Build upon existing information and develop the comprehensive Park Amenities Accessibility Assessment based upon the result of barrier assessments, policy review, and City staff guidance.
- G. The resulting report shall include all required information necessary information to meet the scope of work outlined in this RFP, which may consist of the following:
- i. Methodology for the assessment of accessibility.
 - ii. Summary of the findings of the assessment of playgrounds and amenities
 - iii. Recommendations of remedial measures to correct deficiencies and a methodology for prioritizing barrier remediation.
 - iv. Cost estimates of remediation measures.
 - v. Implementation schedule that includes milestones or measures of achievement for monitoring implementation.
 - vi. Procedures for addressing grievances.
- H. Develop a preliminary cost estimate technical submittal with an executive summary. Microsoft Excel files of all cost estimates shall also be submitted to the City.
- I. Provide a cost estimate for annual playground inspections of all nine (9) City-owned playgrounds by a Certified Playground Safety Inspector (CPSI).
- J. Provide five (5) bound copies of the final Accessibility Assessment and editable electronic documents in both Microsoft Word and PDF formats. All data files and project maps associated with the field investigations and facility evaluations shall be delivered to City staff.
- K. Conduct other tasks and duties, as needed, associated with the project.

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 (60%)
 - 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 (20%)
 - 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 B) 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 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 – Professional Services Agreement Sample

Appendix C – Parks/Facilities Locations

Enclosure 1 – References

Enclosure 2 – Cost Proposal



PROPOSAL FOR PROJECT NO: 24-2 CONSULTANT SERVICES



PARK AMENITIES ACCESSIBILITY ASSESSMENT

AUGUST 31, 2023

SUBMITTED BY:

COMMUNITY WORKS DESIGN GROUP
LANDSCAPE ARCHITECTURE & PARK PLANNING

4649 BROCKTON AVENUE
RIVERSIDE, CA 92506





August 31, 2023

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd
Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services

RE: Proposal for Consultant Services for the City of Montebello
Park Amenities Accessibility Assessment

Dear David and Members of the Selection Committee:

On behalf of the firm of Community Works Design Group, LLC (CWDG), organized and based in California, we are pleased to present this proposal to provide Certified Access Specialist (CASP) Support Services for the City of Montebello's Park Amenities Accessibility Assessment.

We are certain that Community Works Design Group is the perfect fit for this project! Our firm meets the primary requirements of ADA/ CASp experience, with a considerable amount of experience in providing CASp inspections and evaluations for many public facilities, including hospitals, offices, museums, and much more. We currently provide On-Call CASp services to multiple public agencies, including the City of Los Angeles and County of Riverside.

What sets us apart from other firms is that CWDG specializes in the design of outdoor public spaces, such as parks and plazas. Many firms with CASp capabilities are primarily focused on buildings. We are your "go-to" firm for the accessibility evaluation of exterior spaces.

Our CASp services will be spearheaded by CWDG Principal, Scott Rice and will be assisted by Allison Rush. Scott and Allison are two of only three Licensed Landscape Architects in the State of California that hold active CASp Certification. Our team has the time and personnel to meet the City of Montebello's needs for this important multi-park assessment. We confirm we are in receipt of Addendum #1 dated August 16, 2023.

Please feel free to contact me directly with any questions. We look forward to working with the City of Montebello.

Sincerely,

COMMUNITY WORKS DESIGN GROUP, LLC

Scott Rice ASLA, LEED AP, CASp President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun



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TABLE OF CONTENTS

COVER LETTER	
PROPOSED SCOPE OF SERVICES	2
RELEVANT EXPERIENCE	5
COST PROPOSAL	13
CONFLICT OF INTEREST STATEMENT	13





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ABOUT COMMUNITY WORKS DESIGN GROUP



COMMUNITY WORKS DESIGN GROUP, LLC (CWDG)

Landscape Architecture- Planning

4649 Brockton Avenue

Riverside, California 92506

(951) 369-0700

Federal I.D. 82-1854334

California Department of Industrial Relations #: PW-LR-1000707823

State of California Business License Number for Community Works Design Group, LLC: 201715310272

PRINCIPAL: Scott Rice ASLA, LEED AP, CASp- President/ Authorized Signer

CONTACT: Scott Rice, LLA #5111 (Licensed 17+ years since 2005; expiration date: 12/31/24)
scott@cwdg.fun | (951) 369-0700 office / (909) 754-1257 cell

Community Works Design Group (CWDG) was established in 1985 and provides municipal planning services throughout the State of California. The firm focuses on Park, Recreation, Streetscape and Trails Planning projects. CWDG has a ready and available staff of eight professionals. We draw upon four Licensed Landscape Architects, a LEED Accredited Professional, an in-house ISA Arborist, a Certified Irrigation Designer/Certified Landscape Irrigation Auditor, a SITES Accredited Professional, and two Certified Access Specialists (CASp).

Community Works Design Group does what its name implies - it assists communities with the design of park projects that Work. Our focus is on park and recreation and municipal projects and has been since day one in 1985. We come from your side of the fence. Scott Rice has served under contract as City Landscape Architect for City of Highland continuously since 2005. Our newest Senior Landscape Architect/ISA Certified Arborist, Dan Burkhart, joined our team after serving as Senior Landscape Inspector for the City of Yorba Linda.

Our Director of Community Engagement, Analicia Escobar-Gomez, joined our team after serving as the Senior Park Planner for the Riverside County Regional Park and Open-Space District and working for the County of Riverside for over a decade.

CWDG has designed over 300
park and public landscape projects
in our 35 year history, including 30 parks
within the past 5 years (2018-present).



"Designing your Dreams" starts here at our two story design studio - complete with an indoor spiral slide and a 25' swing!



CAPABILITIES AND PROJECT APPROACH

We have thoroughly examined the City's RFP in our preparation efforts for this proposal, and see no issues with meeting or exceeding the City's expectations relating to scope and timeline. As stated previously in this proposal, we have performed on-call accessibility services for a variety of public agencies throughout the past three decades, and pride ourselves on our firm's ability to remain flexible both in scheduling inspections and providing information in the most suitable formats for each individual public client. We guarantee to hit the ground running in our efforts to support the City of Montebello in their Park Amenities Accessibility Assessment.

RESEARCH: Our in-house CASp, Scott Rice, is thoroughly knowledgeable in the field of accessibility, and remains continuously updated on the ever-changing regulations. This includes all Federal accessibility (ADA, ABA, UFAS, etc.) as well as California Building Code Chapters 10, 11A and 11B.

FIELD DATA COLLECTION: Our firm will remain flexible to utilizing whichever tools and data gathering formats will best suit the City's needs. This may include the use of certain makes/ models of smart levels, measuring tapes, tablet devices, etc. for the sake of maintaining uniformity with other City-contracted consultants.

BARRIER ASSESSMENT: All building and site related barrier assessment will either directly be performed by our CASp, or under the direct review and supervision of our CASp.

COMMUNICATION AND STAKEHOLDER COORDINATION: Our team, led by Scott Rice, CASp-709, prides itself on our diligent, proactive communication efforts. We will be in frequent email and phone communication with the Department on Disability throughout the life of our service contract. We are also available to meet in person at City offices, usually within one day's notice.

PROGRAMS AND EVENTS, POLICIES AND PROCEDURES: We are seasoned in the evaluation of City programs, events, policies and procedures from an accessibility viewpoint, and are ready to assist the City in ensuring proper compliance is being met.

STAFF TRAINING: We have found that preparing PowerPoint presentations are most helpful in providing accessibility training to staff members, so that training can either be provided in-person or remotely (either via GoToMeeting or by providing digital files for flexibility).

SURVEYS AND QUESTIONNAIRES: We have generated numerous ADA Self-Evaluation forms, which have been refined from previous efforts. We will gladly share our working experience with the City to aid in the preparation of City of Montebello- specific documents for distribution and administration.

RESPONSE TIME

WE ARE FLEXIBLE in our inspection and report preparation efforts. In general, we are able to schedule access inspections within 2-3 business days following the initial request. Depending on the desired method of conveying information back to the City, we will either upload data within 1 business day following the inspection, or prepare a more thorough report within one week of the inspection date.

FIRM STAFFING



The Community Works Design Group team is confident that we can provide the City of Palm Desert with the high level of detail and attention in Professional Design Services that we have provided to our numerous municipal clients throughout our 38 years of experience in park and public landscape planning and landscape architecture.

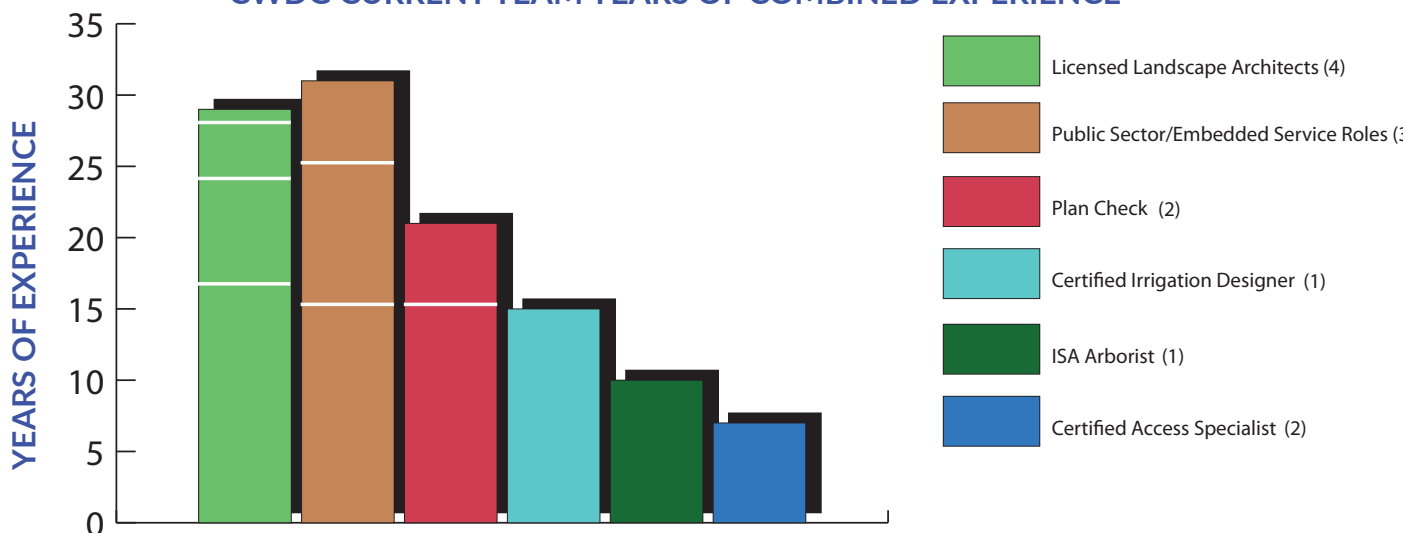
Our Principal and two of our dedicated Directors/Senior Project Managers hold current Landscape Architect licensure in the State of California:

Scott Rice	LLA #5111	<i>Licensed continuously since October 2005 (17+ years)</i>
Dan Burkhart	LLA #6092	<i>Licensed continuously since August 2015 (7+ years)</i>
Allison Rush	LLA #6378	<i>Licensed continuously since August 2018 (4 years)</i>

Additionally, our staff holds a variety of Certifications that boost our abilities in the Landscape Architectural realm, including the following:

- **Certified Access Specialist (CASp)**
- **Certified Landscape Irrigation Auditor (CLIA)**
- **Certified Irrigation Designer (CID)**
- **Certified Playground Safety Inspector (CPSI)**
- **SITES Accredited Professional (SITES AP)**
- **LEED Accredited Professional (LEED AP)**
- **ISA Certified Arborist (ISA)**

CWDG CURRENT TEAM YEARS OF COMBINED EXPERIENCE



PROPOSED SCOPE OF SERVICES

Services provided by the Community Works Design Group team for the Parks Amenities Accessibility Assessment will reflect your expectations. As per your request, the process can proceed in an expeditious manner if necessary. We have included a draft schedule for your review and input.

Based on RFP No. 24-2, the services defined within this proposal will be limited to the amenities listed in Appendix C at the associated sites:

#	Facility Name	Address
1	REGGIE RODRIGUEZ PARK	200 W. MINES AVE, MONTEBELLO, CA 90640
2	HOLIFIELD PARK	1060 S. GREENWOOD AVE, MONTEBELLO, CA 90640
3	CATHY HENSEL YOUTH CENTER	236 GEORGE HENSEL DR. MONTEBELLO, CA 90640
4	MONTEBELLO CITY PARK	1301 W. WHITTIER BLVD. MONTEBELLO, CA 90640
5	GRANT REA PARK	600 REA DR. MONTEBELLO, CA 90640
6	POTRERO HEIGHTS PARK	8051 ARROYO DR. MONTEBELLO, CA 90640
7	ASHIYA PARK	2700 W. BEVERLY BLVD. MONTEBELLO, CA 90640
8	ACUNA PARK	1700 W. VICTORIA AVE. MONTEBELLO, CA 90640

A. INITIAL INVESTIGATION & DOCUMENT REVIEW

1. We will review existing City accessibility-related documents, facility condition assessments, as-built drawings, and other related and necessary reports.
2. We will review all applicable City and regulatory agency policies and procedures related to accessibility, including all local, county, state, and federal policies,
3. We plan to meet with the City staff at least three (3) times, including a kick-off meeting, interim progress meeting, and completion meeting.

B. SITE INSPECTION/ INVENTORY

1. We will conduct assessment surveys with field investigations of identified park amenities and open spaces in Montebello that provide programs, services, or activities to the public, as appropriate. The surveys will identify physical barriers that could limit accessibility.
2. One of our Certified Access Specialists (CAsp) will review existing conditions to determine what currently complies with the applicable construction-related accessibility standards for each property, and will identify deficient items.
3. We will take photographs of all applicable accessibility-related items, clearly depicting the field measurement for use in determining compliance with codes, and for use in identifying corrective measures within the report described below.

PROPOSED SCOPE OF SERVICES

C. PREPARATION OF ACCESSIBILITY ASSESSMENT

1. We will process our findings into a draft Accessibility Assessment report, with separate tabs for each property, prepared according to the Construction-Related Accessibility Standards Compliance Act (CRASCA, Civil Code 55.51-55.545). This report will indicate that the site either “meets applicable standards” or “inspected by a CASp”. As accessibility deficiencies were readily identified during our preliminary view of site conditions, we anticipate that the finding will be that the facilities do not currently meet applicable standards in their current condition.
2. The inspection report for each property will include an identification and description of the inspected structures and areas of the project site, a signed and dated statement that, in the opinion of the CASp, the inspected structures and areas of the site need correction to meet construction-related accessibility standards. This statement will clearly indicate where the determination of the CASp includes an assessment of the “readily achievable barrier removal.”
3. Within the reports, we will identify and describe each and all of the site and building elements that need correction, along with an explanation of the remediation effort necessary to bring the facility into compliance with applicable construction-related accessibility standards. We will provide an estimated cost range for each of the corrective measures.
4. We will provide a preliminary schedule for completion of each of the corrections, for City review and input.
5. Upon City review and feedback, we will finalize the Accessibility Assessment reports (provide five(5) bound copies of the final report for the City. The report will include all items as requested in the RFP.



RELEVANT EXPERIENCE

Community Works Design Group (CWDG) has been providing accessibility consulting services to both public and private clients within California since the inception of the Americans with Disabilities Act in 1990. Our initial accessibility data gathering efforts included hand-documented checklists derived from the ADA Guidelines, and later from Chapter 11B of the California Building Code. We have performed ADA Consulting services for more than 20 cities throughout California since 1990. Scott Rice, Principal, has held CASp certification since 2016, with his certificate recently renewed (expires August 12, 2022).

Our firm has elected to NOT use proprietary software in our data gathering efforts, in an effort to remain as flexible as possible with providing information to our clients in a format best suited for their own use. Our team is known for our ability to provide both photographic record and written dialogue that goes above and beyond just regurgitating code references. We pride ourselves on our ability to explain specific access barriers, and efforts necessary to rectify them, in terms that are universally understandable.

Recent examples of our working experience that parallel the services requested by the City of Montebello include the following:

CLIENT	SERVICES RENDERED	YEAR COMPLETED
City of Los Angeles	On-Call CASp Services Accessibility Inspection and report preparation of various facilities as needed, including: Recreation and Parks (RAP) Facilities and their Adaptive Sports Program.	2020-Present
Jurupa Community Services District	ADA Transition Plan Access Inspection of all parks, community centers, shared-use facilities owned by the District; preparation of comprehensive report;	2019
County of Riverside-Regional Park & Open Space District	System-Wide Accessibility Compliance Report Update Site Inspection of 20+ District sites, including regional parks, museums, administration buildings, campgrounds, nature centers; Preparation of a 300+ page report, with color-coded tabs, photographs, written dialogue, diagrams, etc.	2018
County of Riverside-Economic Development Agency	On-Call CASp Services Accessibility Inspection and report preparation of various facilities as needed, including: Department of Mental Health Campus, with 163,000 SF, multi story building; RUHS Medical Center - Emergency Room Renovation and Site improvements;	2018

RELEVANT EXPERIENCE

Our Accessibility Planning division is led by two Certified Access Specialists (Scott Rice, CASp-709 and Allison Rush, CASp-1080) and also includes three dedicated staff members that assist with the preparation of reports, supplemental inspection assistance, and calculation of projected cost of improvements, based on recent construction costs on similar project types.

Scott Rice, CASp-709, is an active member of the Certified Access Specialist Institute (CASI) and regularly attends and participates in accessibility forums and code compliance discussion groups. Our firm ensures that he receives continuing education related to ADA and California Building Code accessibility that is above and beyond the minimum requirements of the State of California.

Community Works Design Group strives to maintain a great reputation for excellent customer service with our municipal clients. We remain flexible in providing inspection times that work around facility schedules, so that our efforts do not impact day-to-day City business, as exercised in recent work performed for the County of Riverside. We encourage you to reach out to the contact persons in the provided reference letters for a candid assessment of our dependability, proactive communication, thoroughness, and general knowledge of accessibility related issues.

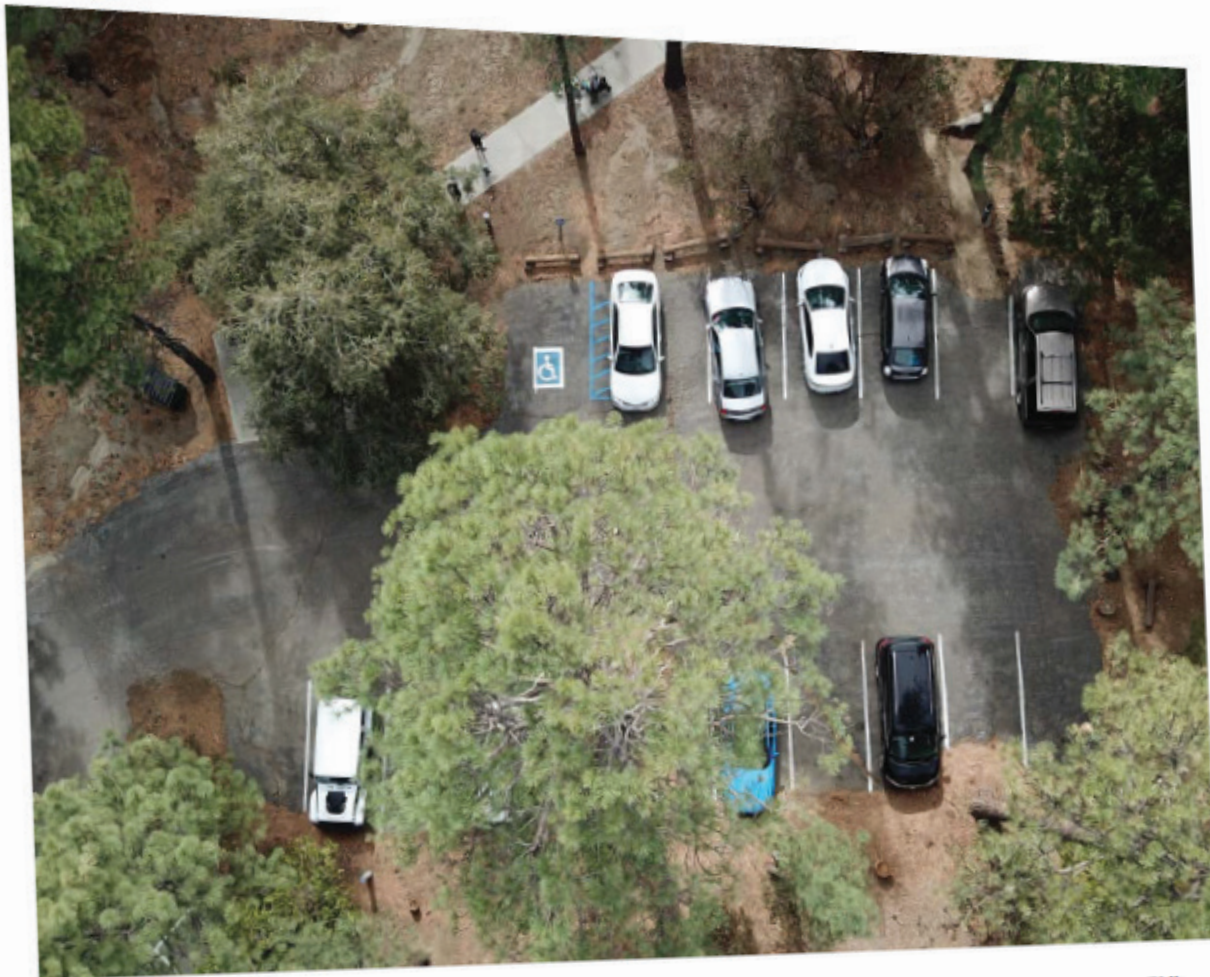




RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

ACCESSIBILITY COMPLIANCE REPORT- 2018 UPDATE

MAY 31, 2018



PREPARED BY:



4) **PARKING SPACE MARKINGS:** Accessibility is designated with a graphic logo representing a wheelchair user. This symbol is officially known as the International Symbol of Accessibility, or ISA. For Designated Accessible Parking Spaces, the ISA is required to be square in shape, 36" minimum, centered at the leading edge of the parking space, so that it is still visible when a vehicle is occupying the space. Stencil templates for the ISA are readily available online. Here are a few examples of free-formed ISA markings present at various parks within the Riverside County system:



Official ISA (ada.gov)



Idyllwild Park



Idyllwild Nature Center

***ACTION ITEM:** Obtain and utilize a stencil that conforms to the size and proportion requirements for the International Symbol of Accessibility (ISA). Utilize one standardized color code for blue and white paints.*



Lake Skinner - Campground C



Non-accessible containers. Pictured at Bogart Park

5) **NON-COMPLIANT SITE FURNISHINGS:** Benches, picnic tables, drinking fountains, and waste receptacles are often overlooked in accessibility analysis. One item noted in the Riverside County Parks system is that a commonly used waste and recycling container does not meet accessible reach range requirements. If these models continue to be used, they will continue to need to be supplemented with an accessible counterpart.

***ACTION ITEM:** Provide waste receptacles with operable parts within accessible reach ranges in direct proximity to non-compliant receptacles. Replace benches with a standardized accessible model at all sites.*

CRESTMORE MANOR SITE PLAN



Legend

→ → Sufficient Path of Travel

→ → Deficient Path of Travel

(A) Deficiency



Building



Parking



Restroom



Building Entrance



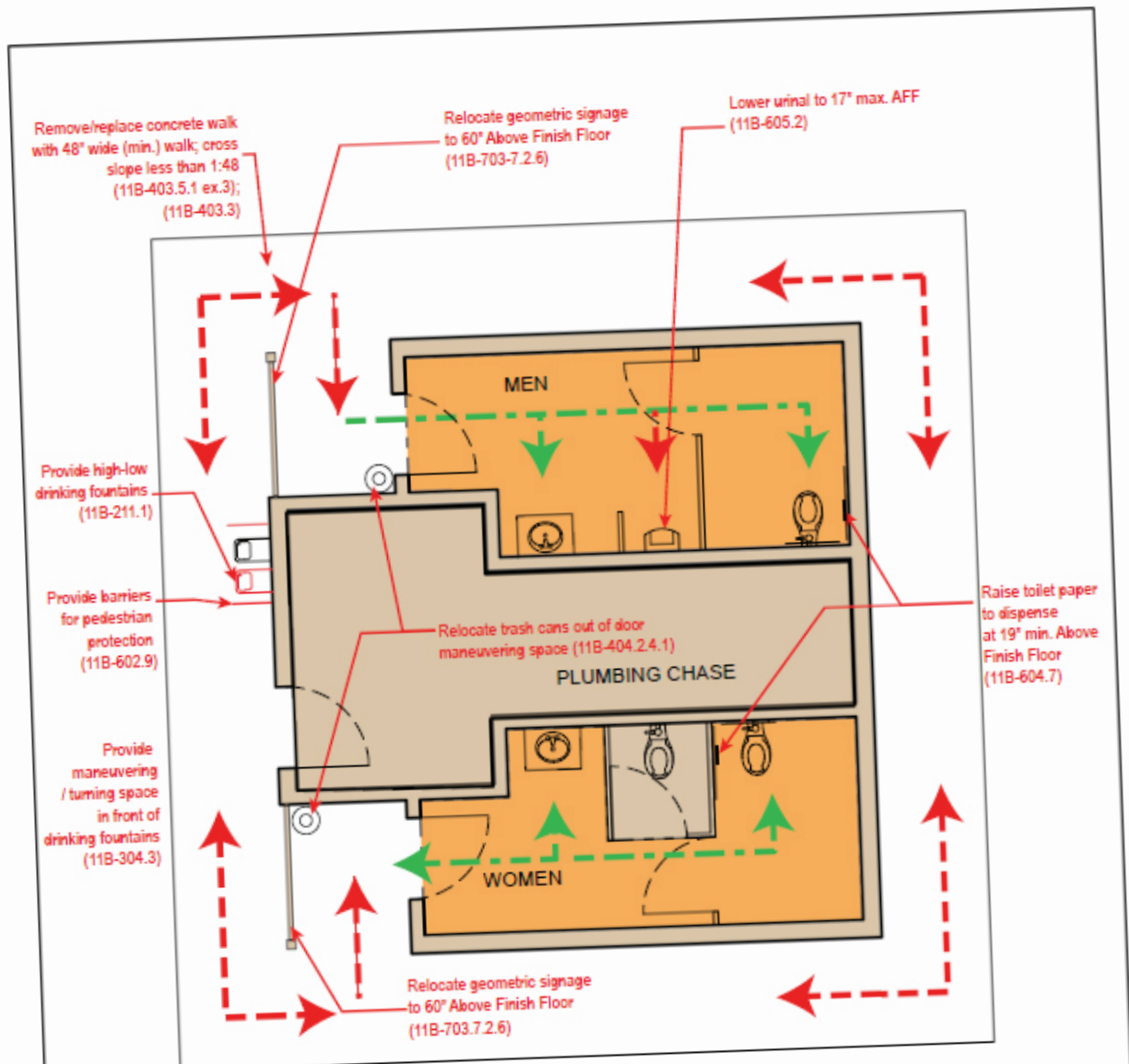
NORTH
NOT TO SCALE

12

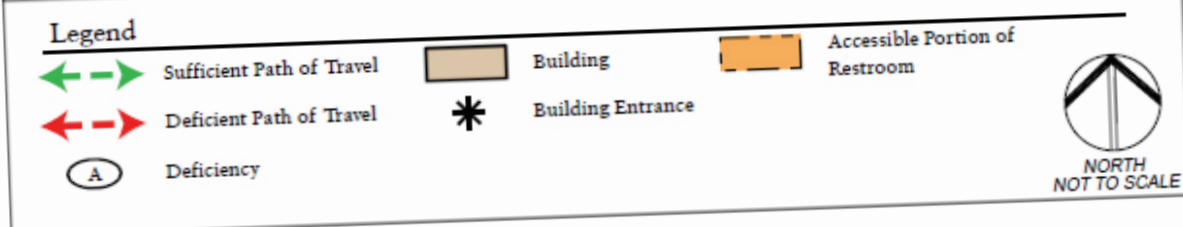


CRESTMORE MANOR

ACCESSIBILITY COMPLIANCE REPORT - 2018 UPDATE **CONFIDENTIAL**
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
MAY 2018



MANZANITA RESTROOM FLOOR PLAN



3.0 BUILDINGS

There is currently an entry kiosk and three restroom buildings within Bogart Park.

3.1 ENTRY GATE KIOSK

The Entry gate kiosk is not a publicly accessible building. The County employee accommodates park patrons at their vehicle.

ACTION: No action required by ADA nor CBC at the time of this report.

3.2 MANZANITA RESTROOM

This restroom is located near the Manzanita Campground, but an accessible route is not present between the restroom and adjacent parking nor park amenities. Restroom amenities appear generally compliant.

Notable Access Barriers:

General

- No accessible connection to park amenities;
- Only one drinking fountain provided; needs to be high-low configuration;
- Loose Trash cans obscuring paths into restrooms;
-

Men's Room

- Geometric signage mounted too low at screen wall;
- Urinal mounted 19" AFF (17" maximum allowed);

Women's Room

- Geometric signage mounted too low at restroom doors;



Drinking fountain does not have cane detection barriers from side approach, which are required if the fountain is not located within an alcove.



Excessive slope in perimeter concrete slabs.



Center of Geometric signage too low.



Second (High) drinking fountain not provided; Low drinking fountain not functional.

SUMMARY OF CORRECTIVE ITEMS: RANCHO JURUPA REGIONAL PARK

ITEM #	DESCRIPTION	APPROX. COST	EST. COMPLETION	COMPLETED
GENERAL SITE				
0.1	Provide Tow-Away Signage; recommend one per parking lot (10 recommended)	\$2,500	Immediate	
1.0 PARKING				
1.1.1, 1.1.2	Provide (1) Designated Van Accessible Parking Space and Loading zone in Parking lot near Yellow playground; will require asphalt resurfacing - assume 500 SF, signage, striping, etc.; also provide (4) standard accessible parking spaces	\$15,000	June 2021	
1.1.3, 1.1.4	Provide (1) Designated Van Accessible Parking Space and Loading zone in Parking lot near Red playground; will require asphalt resurfacing - assume 500 SF, signage, striping, etc.; also provide (3) standard accessible parking spaces	\$12,000	June 2021	
1.1.5	Renovate (1) existing space in Parking lot near Large Group picnic shelters; will require asphalt resurfacing - assume 300 SF, signage, striping, etc.	\$1,500	June 2019	
1.3.1	Restripe/ relabel "NO PARKING" at various locations	\$1,000	June 2019	
1.3.2	Provide "MINIMUM FINE \$250" signs/ replace with Caltrans R99 signage (typ. 22 existing places)	\$5,000	December 2018	
1.3.3	Grind/ overlay excess slope areas within spaces	\$2,500	June 2020	
2.1 COTTONWOOD CAMPGROUND				
2.1.1	Construct accessible route between campsite #236 and restroom	\$20,000	June 2021	
2.1.1 interim	Provide Accessible Portable Restroom and hand washing station near two campsites until funding allows for major renovation efforts	\$2,000	Immediate	
2.1.2	Modify existing designated accessible campsite to provide full circulation and clearances	\$5,000	June 2021	
2.2 LAKEVIEW AND PRIMITIVE CAMPGROUNDS				
2.2.1	Renovate one campsite with accessible features and connection to sanitary facilities	\$12,500	June 2023	
2.2.1 interim	Provide Accessible Portable Restroom and hand washing station near one campsite until funding allows for major renovation efforts	\$2,000	Immediate	
2.2.2, 2.2.3	Extend accessible walkway to restroom at Campground	\$30,000	June 2023	
2.2.4	Renovate outdoor sink area	\$5,000	June 2023	
2.2.5	Replace one picnic table with compliant model at shelter	\$1,500	June 2023	
2.4 GROUP PICNIC AREA				
2.4.1	Provide accessible picnic table at shelter (2)	\$3,000	June 2023	
2.5 MINIATURE GOLF COURSE				
2.5.1	Renovate hole #5 bypass to meet slope requirements	\$5,000	June 2020	
2.5.2	Remove/ replace directional signage	\$500	June 2020	
2.5.3	Renovate hole #17 to provide fully accessible features	\$5,000	June 2020	
2.6 NATURAL PLAYGROUND				
2.6.1	Provide clear floor space at bench for wheelchair	\$500	June 2020	

250



RANCHO JURUPA
REGIONAL PARK

ACCESSIBILITY COMPLIANCE REPORT - 2018 UPDATE **CONFIDENTIAL**
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
MAY 2018

COST PROPOSAL

Please see Enclosure 2 for our Total All-Inclusive Not-To-Exceed Maximum Price.

Please see below for our current rates:

CONFLICT OF INTEREST STATEMENT

Community Works Design Group, LLC (CWDG) confirms we have no conflict of interest with the City of Montebello.

SCOTT RICE ASLA, LEED AP, CASp
PRINCIPAL LANDSCAPE ARCHITECT

Education:

*Bachelor of Science in
Landscape Architecture,
California State Polytechnic
University, Pomona (2002)*

*Licensed Landscape
Architect:*

*California #5111
(2005-current)*

*New York #2645
(2016-current)*

*Certified Access Specialist:
California CASp-709
(2016-current)*

*Years of Experience: 25
Years with Firm: 20+*

Affiliations:

*American Society of
Landscape Architects (ASLA) -
Full Member*

*U.S. Green Building Council
LEED Accredited Professional*

*Certified Access Specialist
Institute – Full Member*

*Building Industry Association
– Riverside County Chapter
Member, Board of Directors
Leaders of Tomorrow (LOT)
Committee – 2017 Chairman*

Notable Project Experience:

*On-Call CASp Services
City of Los Angeles*

*Enchanted Hills Park
City of Perris- \$10 Million*

*Horseshoe Lake Park -
JARPD - \$3 Million*

Mr. Scott Rice is President and Managing Principal of Community Works Design Group (CWDG). He has managed over \$150 million of park projects during his tenure at CWDG. Scott oversees the development of construction documents, plan checking, cost estimating, conceptual rendering, and construction observation and management.

Scott graduated with honors from Cal Poly Pomona, earning a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Additionally, Scott is a LEED Accredited Professional (LEED AP), as designated by the United States Green Building Council (USGBC), and a Certified Access Specialist (CASp) as issued by the State of California, Division of the State Architect. Scott is one of only three Landscape Architects in California that currently hold CASp Certification.

Scott also serves as the City Landscape Architect for the City of Highland, California, and has acted in that capacity since 2005. Scott also has served as a Contract Park Planner for Jurupa Community Services District (JCSD) since 2003 and Consultant Park Planner/ Plan Checker for Jurupa Area Recreation and Park District (JARPD) since 2015.

Mr. Rice draws on previous work experience in graphic design and golf course maintenance to integrate high aesthetic quality in balance with functional, cost-effective design. His focus is in Public Works projects for various municipalities throughout the State, including Park Planning of various scales, including Community, Neighborhood, Sports, and Pocket Parks, as well as median and parkway landscape, and LMD/ CFD planning. Specialized areas of involvement include Skate Parks, Dog Parks, and Accessible Play. In addition to Park Planning, Scott is seasoned in the landscape architectural development of Multi-family Housing, Planned Residential Communities, Highway Aesthetic Design, Custom Residential Planning, and various private/ commercial ventures.

In addition to Scott's 20+ year tenure with CWDG, Scott took a year-long hiatus in 2010 to co-manage the design division of an internationally-recognized design/build firm, specializing in skate parks and action sports facilities throughout the world. When not in the office, Scott enjoys the fruits of his labor – parks and trails – with his wife and five children.

ALLISON RUSH, ASLA, CASp
SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF CREATIVITY + DESIGN

Education:

*Bachelor of Arts in
Human Geography,
The Pennsylvania State
University (2010)*

*Master of Landscape
Architecture, Temple
University (2013)*

Licenses/ Certificates:

*Licensed Landscape Architect:
California #6378
(2018-current)*

*Certified Access Specialist:
California CASp-1080
(2023-current)*

*Years of Experience: 10
Years with Firm: 10*

Affiliations:

*American Society of
Landscape Architects (ASLA) -
Full Member*

*Certified Access Specialist
Institute – Full Member*

Ms. Allison Rush is a Senior Landscape Architect with Community Works Design Group, with East Coast roots. Her undergraduate work at Penn State focused primarily on the means and methods of interaction between people and public spaces and how they've come to shape the landscape we live in today. She discovered the field of Landscape Architecture while fulfilling requirements for her minor in Architectural History and in that moment determined she would go on to receive her Master of Landscape Architecture.

Upon receiving her Master of Landscape Architecture in the spring of 2013, Allison eagerly anticipated her move across the country where she would join her husband as he accepted his dream job opportunity. Within weeks of her relocation to the West Coast, Allison accepted the position of landscape designer at CWDG.

Allison proved herself to be attentive, ambitious and reliable very early on, learning professional design and project management practices from her CWDG colleagues and mentors. Anxious for additional responsibility and the opportunity to work more closely with clients, she quickly moved into project management roles. In 2016, however, she decided to take a brief hiatus from park planning (as well as her commute from Irvine to Riverside each day) and accepted a new position with a firm specializing in high-end residential design based out of Orange County.

During this time, Allison refused to completely cut ties with her CWDG family agreeing to provide consulting services on a part-time basis. She continued to cultivate her design and creativity skills while learning new 3D modeling programs and graphic techniques to better communicate design intent with the many clients unable to envision the final product from a plan view. In early 2017, CWDG provided Allison with an offer to rejoin the team full time in a leadership role. She graciously accepted and hasn't looked back since!

Allison excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3D modeling and photo simulation. With her education and many years with our firm, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.





This is to verify that

Scott Rice

Having given satisfactory demonstration of competence of the laws and regulations mandating non-discriminating access to the built environment by persons with disabilities, is hereby granted status as a

Certified Access Specialist

Certification No: CASp-709

Ida A. Clair, AIA
Acting State Architect



Certification Date: August 12, 2022
Expiration Date: August 12, 2025



This is to verify that

Allison Rush

Having given satisfactory demonstration of competence of the laws and regulations mandating
non-discriminating access to the built environment by persons with disabilities,
is hereby granted status as a

Certified Access Specialist

Certification No: CASp-1080

Ida A. Clair, AIA
State Architect



Certification Date: April 10, 2023

Expiration Date: April 10, 2026

EXHIBIT “B”

Schedule of Compensation

City of Montebello
Park Amenities Accessibility Assessment
RFP No. 24 – 2
ENCLOSURE 2 – COST PROPOSAL

The proposal includes all labor necessary to perform site evaluations and labor necessary to prepare reports and documents, including the cost of any transportation and other expenses.

Park Amenities Accessibility Assessment \$ 17,445.00
(Please list the proposed total in words below)

Seventeen thousand four hundred and forty five dollars and zero cents

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item: _____	\$ _____
Item: _____	\$ _____
Item: _____	\$ _____
Item: _____	\$ _____
Item: _____	\$ _____

The undersigned, on behalf of the consultant, certifies that: (1) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal was submitted; (2) has read the complete RFP and understands all provisions; (3) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated. (4) by submitting this proposal, consultant agrees to all the terms, including but not limited to, each and every provision of the General Term and Conditions; and (5) mistakes in writing of the submitted proposal will be the consultant's responsibility.

Authorized Signature: _____ Date: 8/31/2023
Name: Scott Rice Title: President
Company Name: Community Works Design Group, LLC Phone: 951-369-0700



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

**SUBJECT: UNINTERRUPTED POWER SYSTEM (UPS) REPLACEMENT -
MONTEBELLO POLICE DEPARTMENT 911/COMMUNICATION
CENTER**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Determine and find that the replacement is of an emergency nature and required to prevent interruptions to the Montebello Police Department 911/Communication Center; and
2. Authorize the City Manager to execute a professional service agreement with Computer Protection Technology for the replacement of the uninterrupted power system (UPS) and Amend the Fiscal Year 2023-2024 budget by increasing appropriations by \$222,134.96 in Account No. (230-99-847-6010.10) for the emergency replacement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended emergency repairs and necessary upgrades are estimated to cost an aggregate amount not-to-exceed \$222,134.96. The total cost will be paid from Account No 230-99-847-6010.10.

BACKGROUND/DISCUSSION:

Montebello Police Department has contracted with Computer Protection Technology (CPT) since 2003 to maintain and service the police communication centers' back-up battery system. CPT is currently recommending the replacement of 174 batteries totaling \$17,631.47. More concerning, CPT had also determined the entire system to be 19 years

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 3

old and at the end of life, and recommended a full replacement. This replacement is necessary to avoid interruptions in the 911/ communications center and service to the community.

Montebello Police Department and Dispatch Center require a reliable, Uninterruptible Power Supply (UPS) for several important reasons:

1. **Continuous Operation:** Our Department and 911 Communication Center must operate 24/7 without interruption. Any power outage, no matter how brief, can disrupt critical operations, potentially leading to delays in responding to emergencies. A UPS ensures that essential equipment remains powered and operational during power interruptions.
2. **Data Integrity:** Our Communications Center relies on computer systems and databases to manage emergency calls and dispatch first responders. Sudden power loss can corrupt data and lead to information loss or errors. A UPS provides a buffer, allowing systems to shut down properly or continue running long enough to save critical data.
3. **Emergency Communication:** During a power outage, phone lines and communication systems may also be affected. A UPS can keep communication equipment operational, allowing dispatchers to maintain contact with first responders and the public, ensuring efficient coordination during emergencies.
4. **Safety:** The safety of both the public and first responders depends on accurate and timely information. Any disruption in operations due to a power outage can jeopardize public safety. A UPS helps maintain the continuity of operations, reducing the risk associated with power interruptions.
5. **Response Time:** Quick response times are crucial during emergencies. A UPS ensures that all communication and dispatch equipment remains active, reducing the time it takes to coordinate and deploy emergency responders.
6. **Critical Systems:** Our Communications center has specialized equipment, such as alarm systems, tracking devices, and monitoring stations, which must remain active at all times. A UPS safeguards these critical systems from power disruptions.
7. **Compliance:** State regulations and standards require emergency response centers to have backup power systems in place to ensure uninterrupted service during emergencies. Compliance with these standards is essential for maintaining the center's operational status.
8. **Public Trust:** The public relies on emergency response services to be available and responsive at all times. Having a UPS in place demonstrates a commitment to reliability and reinforces public trust in these vital services.

ENVIRONMENTAL:

N/A

ANALYSIS:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 3

The City has received replacement estimates from Computer Protection Technology for the current UPS systems. The City is prepared to proceed with the emergency replacements required to maintain systems powering the 911/communications center.

Pursuant to Montebello Municipal Code (MMC) Section 3.20.140, the City Manager has the authority in cases of emergency "to order direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts...". Upon taking such action, the City Manager is required to provide a report to the City Council of such action at the next regular City Council meeting.

This agenda report provides such a notice and serves as a recommendation to approve the necessary agreements with Computer Protection Technology. Per the Municipal Code, the approval of this contract for this purpose requires a four-fifths (4/5) approval vote by the City Council. Given the exigent circumstances of the system being at the end of life and the possibility of power and data being lost to the 911/Communications Center, it is prudent to engage in CPT on the authority of MMC Section 3.20.140. This was not part of the Information Technology assessment and related equipment purchase contracts.

The City's IT Staff recommend upgrading the batteries to Lithium-Ion Batteries. The benefit of Lithium-Ion UPS batteries is that they are significantly smaller and lighter because of their significantly higher power density. They also have faster charge times, longer cycles, and at least double the service life.

SUMMARY:

The City Council is being asked to receive and file the City Manager's report regarding the emergency replacement. Additionally, the City Council is being asked to consider authorizing the City Manager to approve an agreement with Computer Protection Technology for an amount not-to-exceed \$222,134.96 utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140. The estimates provided include the allowable contingency amount considering the scope of work. Plus, an additional \$44,426.99 should any change orders be needed. The City Council will also consider amending the adopted Fiscal Year 2023-24 budget by increasing appropriations by \$266,561.95.

ATTACHMENT(S)

1. Attachment A - CPT_ Quote28514

NEXT STEPS:

N/A



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Phone: 562-201-0041

<http://www.cptups.com>

ATTACHMENT A

Quote # 28514
Quote date: 10/11/2023
Lead Time: 16+ Weeks
Valid: 30 Days
Terms: Net 30 days
Prepared by: Patty Pelayo

Customer Details

City of Montebello

Stacey Smith

323-887-1209

Ship To: Police Department

1600 W Beverly Blvd

Montebello, CA 90640

Mitsu 1100B UPS 20kVA & 50kVA Lithium Battery

Item	Qty	Part #	Description	Unit Price	Extended Price
1	1.0	11B-AE0020B	Mitsubishi 1100B Series Uninterruptable Power System (UPS) - 20 kVA Capacity: 20 kVA / 18 kW Primary Input Voltage: 208Y/120 VAC 3-phase 4-wire+ground, hardwired Bypass Input Voltage: 208Y/120 VAC 3-phase 4-wire+ground, hardwired Output Voltage: 208Y/120 VAC 3-phase 4-wire+ground, hardwired Modular Design How-Swappable Power Modules True On-Line Double Conversion Technology Advanced IGBT Technology Up to 93% Efficiency Bottom, Side or Rear Cable Entry Dual Feed Input Capability Transformerless Technology 3.4" Touch Screen Interface Dimensions / Weight: 31.5"D x 27"D x 67.3"H / 542 lbs. Warranty: 1 year onsite parts & labor (See enclosed literature for complete specifications)	\$25,700.80	\$25,700.80

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Quote # 28514
 Quote date: 10/11/2023
 Lead Time: 16+ Weeks
 Valid: 30 Days
 Terms: Net 30 days
 Prepared by: Patty Pelayo

Item	Qty	Part #	Description	Unit Price	Extended Price
2	1.0	BCL04-BBA01	Mitsubishi 20kVA 1100B Series - External Li-Ion Battery System - 55 Minutes Battery Back-Up: 55 minutes at full load 15 Year Rated Li-Ion Battery Array Dimensions/ Weight: 25.6"W x 20.9"D x 80.9"H / 920 lbs. Warranty: 3 years factory warranty	\$27,486.70	\$27,486.70
3	1.0	UA-100847	Mitsubishi 20kVA Communications Kit Internal Board with CS141 for RSAP SNMP/Web, MODBUS, BacNet IP & Dry Contact Interfaces Lithium Battery Cabinet Required	\$2,128.25	\$2,128.25
4	1.0	UA-100544	Mitsubishi 20kVA CS141 Communications Kit for SNMP/MODBUS/BacNet Communications	\$1,282.54	\$1,282.54
5	1.0	UA-100918-G04	Samsung Li-Ion Series - Top Hat Interface & Data Logger For 20kVA, Mounted to Top of 1st Battery Cabinet Contains bus flags, I/O connections and data logger with redundant power supplies. Required to log battery data information for 3 year warranty	\$3,446.70	\$3,446.70

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Terms: Net 30 days
Prepared by: Patty Pelayo

Item	Qty	Part #	Description	Unit Price	Extended Price
6	1.0	11B-AE0050B	Mitsubishi 1100B Series Uninterruptable Power System (UPS) - 50 kVA Capacity: 50 kVA / 45 kW Primary Input Voltage: 208Y/120 VAC 3-phase, 4-wire+ground, hardwired Bypass Input Voltage: 208Y/120 VAC 3-phase, 4-wire+ground, hardwired Output Voltage: 208Y/120 VAC 3-phase, 4-wire+ground, hardwired True On-Line Double-Conversion Technology Modular Design for Redundancy & Expandability Expandable to 60 kVA, 70 kVA & 80 kVA Hot-Swappable Power Modules Advanced IGBT Technology Up to 93% Efficiency Transformerless Technology Dimensions / Weight: 31.5"W x 27"D x 67.3"H / xx lbs. Warranty: 1 year parts & onsite labor warranty (See enclosed literature and submittal documents for complete specifications)	\$40,396.80	\$40,396.80
7	1.0	BCL04-BBA01	Mitsubishi 50kVA 1100B Series - External Li-Ion Battery System - 21 Minutes Battery Back-Up: 21 minutes at full load 15 Year Rated Li-Ion Battery Array Dimensions/ Weight: 25.6"W x 20.9"D x 80.9"H / 920 lbs. Warranty: 3 years factory warranty	\$27,486.70	\$27,486.70

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Terms: Net 30 days
Prepared by: Patty Pelayo

Item	Qty	Part #	Description	Unit Price	Extended Price
8	1.0	UD100191-50-DKNA40	Mitsubishi 50kVA 1100B Series - Multi-Purpose Bypass/Transformer Cabinet Matching Cabinet - Upgradeable to 50 kVA 3 Breaker Make-Before-Break Bypass System with Kirk-Key Interlock Input Voltage: 480 VAC 3-phase 3-wire+ground, hardwired Output Voltage: 208Y/120 VAC 3-phase 4-wire+ground, hardwired Dimensions / Weight: 40"W x 26.91"D x 67.5"H / 1,369 lbs.	\$31,444.20	\$31,444.20
9	1.0	UA-100847	Mitsubishi 50kVA Communications Kit Internal-Board with CS141 for RSAP SNMP/Web, MODBUS, BacNet IP & Dry Contact Interfaces	\$2,128.25	\$2,128.25
10	1.0	UA-100544	Mitsubishi 50kVA CS141 Communications Kit SNMP/MODBUS/BacNet Communications	\$1,282.54	\$1,282.54
11	1.0	UA-100918-G04	Samsung Li-Ion Series - Top Hat Interface & Data Logger For 50kVA, Mounted to Top of 1st Battery Cabinet Contains bus flags, I/O connections and data logger with redundant power supplies. Required to log battery data information for 3 year warranty	\$3,446.70	\$3,446.70
12	1.0	Labor	C-10 Licensed Electricians 8AM-5PM Standard Business Hours Remove Old Unit Install New Unit Includes All material to complete project ***AFTER HOUR PRICE: \$12,194.50***	\$9,277.50	\$9,277.50

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Item	Qty	Part #	Description	Unit Price	Extended Price
13	1.0	Labor	Labor Certified Technician 8AM-5PM Standard Business Hours Remove Old Unit Install New Unit Includes All material to complete project and State Law Disposal fee of old equipment (unit/batteries) ***AFTER HOURS PRICE: \$3,150.00	\$2,170.00	\$2,170.00
14	2.0	StartUp	UPS-Start Up and Warranty Validation Mitsubishi 20kVA/ Mitsubishi 50kVA Includes installation inspection, power-up, and customer training. Required for initiation of warranty. After Hours Service (add \$300 for 7x24 start-up service) Each Unit.	\$1,875.00	\$3,750.00
15	2.0	StartUp	Lithium-Ion Battery CAB Start Up and Warranty Validation Includes installation inspection, power-up, and customer training. Required for initiation of warranty. 5x8 service (add \$300 for 7x24 start-up service)	\$3,147.00	\$6,294.00
16	1.0	FREIGHT-IN	Freight Forwarded from CPT (Taxable per State Board of Equalization Publication 100)	\$15,759.35	\$15,759.35
Subtotal					\$203,481.03
Sales Tax				10.25%	\$18,653.93
Total					\$222,134.96

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Mitsubishi Power, Inc. d/b/a Computer Protection Technology (CPT) Terms and Conditions of Sale

CPT is herein referred to as "Seller". The person or entity purchasing goods ("Goods") and/or licensing software or firmware, which is preloaded or to be loaded into Goods ("Software"), is herein referred to as "Buyer."

1. ORDER ACCEPTANCE: No order issued by Buyer to Seller shall be binding on Seller unless Seller manifests its acceptance of such order either in writing or by commencement of performance hereunder. Seller reserves the right, at its sole discretion, to refuse orders. Seller's acceptance of Buyer's order shall constitute a binding agreement between Buyer and Seller and is expressly conditioned on Buyer assent to the terms and conditions set forth herein as being the complete and exclusive statement of terms governing the sale/license of Goods and Software. Seller rejects all terms of any purchase order issued except those relating to identification of Goods or Software, price, and quantity. No changes or additions stated by Buyer in its order or otherwise shall be binding upon Seller unless expressly agreed to in writing by Seller. Buyer acceptance of the Goods and/or Software will further manifest Buyer's consent to Seller Terms and Conditions of Sale.

2. ITEMS PURCHASED: Goods and/or Software purchased and to be provided hereunder, unless otherwise agreed in writing by Seller, will be Seller's standard Goods and/or Software as specified in Seller's quotation or acknowledgment. Goods provided to Buyer may include Software incorporated in or provided separately for use with the Goods. Software is provided subject to Seller standard license terms, which reserve title in Seller and grant Buyer a non-exclusive, royalty free license solely for (a) Buyer's use with the Goods provided and (b) Buyer's adaptation for use with the Goods provided.

3. INSPECTION/TESTING/ACCEPTANCE: Buyer, at its expense, may observe the inspection and testing of the Goods upon agreement with Seller. All inspection and testing shall be conducted at Seller's plant before shipment of the Goods. Any rejection of Goods must be made promptly before shipment. If Buyer does not inspect the Goods at Seller's plant as provided herein, Buyer shall have ten (10) days from the Date of delivery to inspect, test, and evaluate the Goods and Software. Buyer must give written notice to Seller within ten (10) days of delivery of the Goods and Software stating why the Goods and Software are not acceptable or such basis for rejection shall be deemed waived and Buyer shall be deemed to have unqualifiedly accepted the Goods.

4. RETURNED GOODS: Except as may be otherwise provided with respect to warranty returns, advance written permission to return rejected Goods must be obtained from Seller. Such Goods must be new, unused, of current manufacture and free of all liens or other claims. Goods must be shipped freight prepaid to Seller. Goods returned without the prior written permission of Seller will not be accepted by Seller. Seller reserves the right to inspect Goods prior to authorizing their return. Upon receipt of the returned Goods, Seller will issue credit to Buyer in an amount equal to the billing price or current price of the Goods, whichever is lower, from which will be deducted an inspection and repacking charge and the cost of any reconditioning. A restocking fee may be applicable and determined on a case-by-case basis.

5. SHIPMENT/DELIVERY: Buyer acknowledges that Seller's shipping dates are estimates and are subject to change by Seller upon written notice to Buyer. Unless otherwise agreed to in writing by Seller, delivery terms shall be F.O.B. Seller's shipping point. Seller reserves the right to make partial shipments. Risk of loss or damage and responsibility to insure shall pass from Seller to Buyer upon delivery to a carrier for shipment to Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery. If Goods are held by Seller for Buyer at Buyer's request, or due to Buyer's failure to supply shipping instructions, Seller may invoice Buyer for the full purchase price of the Goods and Buyer agrees to make payment. Goods held for Buyer by Seller, for whatever reason, are held at Buyer's risk and Buyer shall reimburse Seller for any insurance, storage or other costs incurred by Seller.

6. PRICES: Unless otherwise agreed in writing by Seller, prices for Goods are F.O.B. Seller's shipping point with no discount. Prices quoted by Seller shall remain in effect for the period stated in Seller's quotation or acknowledgment, or, if none stated, thirty (30) days after the date of same. If Seller does not receive, within such time period, an unconditional authorization from Buyer to ship Goods, Seller shall have the option to change the price for such Goods to that prevailing at the time of shipment. Prices and license fees do not include installation, freight, handling, hoisting, rigging, insurance or storage charges, unless otherwise agreed by Seller in writing. Prices and license fees also do not include taxes or duties imposed on the manufacture, sale, delivery or use of the Goods; such assessments are for Buyer's account and Seller will add such assessments to the price stated absent Seller receipt of Buyer's proper exemption certificate.

7. PAYMENT/SECURITY INTEREST: Payment is due in U.S. currency net thirty (30) days from date of Seller invoice, time being of the essence. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Partial shipments of Goods will be invoiced and are payable as they occur in accordance with these terms. Prior to final payment by Buyer of all Goods and services accepted herein, Buyer hereby grants Seller a security interest in the Goods, Software, and products, additions, replacement, proceeds and receivables therefrom and agrees to execute a financing statement confirming such interest upon Seller request. Seller may preserve its interests in payment by enforcing any applicable mechanic's lien rights, or demanding different terms of payment including, but not limited to, advance cash payment, whenever it appears to Seller that circumstances require such measures. Buyer agrees to take all measures necessary to comply with any new payment terms imposed by Seller. If Buyer fails to comply with payment terms, Seller may elect to terminate this Agreement or suspend performance under this or other agreements with Buyer and: (a) with or without legal process and using such force as may be lawful and necessary, enter into or upon the premises where the Goods are located and take possession of them (b) cancel all warranties herein and (c) pursue any additional remedies provided by law. Buyer shall be liable to Seller for all expenses, including reasonable attorney's fees, relating to the collection of past due amounts. CREDIT CARD PAYMENTS: CPT accepts Visa, MasterCard, Discover & American Express. All credit card payments will be charged a 3.5% processing fee.

8. DELAYS: Seller shall not be liable or responsible for cost, expense or damage due to non-performance or a delay in performance where such non-performance or delay is due to causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, epidemics, or material and transportation shortages. Deliveries of Goods and/or Software or other Seller performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer of the foregoing, but other Buyer and Seller performance hereunder shall otherwise remain unaffected. If Seller determines that its ability to supply the total demand of Goods or to obtain material used in the manufacture of Goods is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of Goods or material among its buyers on such basis as Seller determines to be equitable without liability to Buyer for any failure of performance which may result therefrom.

9. LIMITED WARRANTY: Seller's standard warranty provided to Buyer at the time of purchase of Goods, is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller's warranty may be modified only by a writing signed by a duly authorized officer of Seller.

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Phone: 562-201-0041

<http://www.cptups.com>

Quote # 28514

Quote date: 10/11/2023

Lead Time: 16+ Weeks

Valid: 30 Days

Terms: Net 30 days

Prepared by: Patty Pelayo

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Buyer assumes all other responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other goods whether supplied by Seller or otherwise. Buyer acknowledges that any technical advice furnished by Seller with respect to the use of the Goods is given without charge and Seller assumes no obligation or liability to Buyer for the advice given or results obtained; all such advice is given by Seller and accepted by Buyer at Buyer's risk.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE.

SELLER'S WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE OF THE GOODS HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

Seller's warranty obligations are conditioned upon timely receipt of all payments in accordance with the payment terms specified herein. During the period any amounts are overdue from Buyer, Seller shall have no obligations under this warranty. The warranty expiration date shall not be extended upon payment of the overdue amount. To the extent that Seller has relied upon any Buyer specifications, information, representations, or other data in the selection or design of Goods for Buyer, or the preparation of Seller's quotation, and conditions arise that are at variance with Buyer's representations, Seller's warranty and other provisions herein which are affected by such conditions shall be null and void.

10. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be obtained upon written request to Seller. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

11. **PATENTS AND COPYRIGHTS:** Seller warrants that any Goods provided hereunder do not infringe upon any valid U.S. patent or copyright in existence on the date of shipment. Seller will defend at its expense any action brought against Buyer to the extent it is based on a claim the Goods supplied by Seller infringe a valid United States patent or copyright. Seller will pay those costs and damages finally awarded against Buyer in any such claim, but such defense and payments are conditioned upon the following:

(a) Seller shall be notified promptly in writing by Buyer of any notice of such claim; and (b) Seller shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the Goods or the operation thereof become or, in Seller's opinion be likely to become, the subject of a claim of infringement of a valid United States patent or copyright, Buyer shall permit Seller, at Seller's option and expense to: (i) procure for Buyer the right to continue using the Goods, (ii) replace or modify the Goods so they become non-infringing, or (iii) grant Buyer a credit for such Goods, as depreciated, and accept return of same. Depreciation shall be calculated by Seller as an equal amount per year over the life of the Goods. (iv) cancel future deliveries of Goods without liability to Buyer. Seller shall have no liability to Buyer with respect to any claim of patent and/or copyright infringement based upon: (a) Combination or utilization of Goods furnished under this Agreement with equipment or devices not manufactured by Seller; or (b) the modification by Buyer of Goods furnished under this Agreement; or (c) Seller compliance with Buyer's design specifications.

The foregoing states the entire liability of Seller with respect to infringement of patents or copyrights.

12. **LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE GOODS OR (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR OTHER ECONOMIC LOSS INCURRED BY BUYER AS A RESULT OF SELLER'S PERFORMANCE OR CANCELLATION OF THIS AGREEMENT, WHETHER ANY CLAIM IS BASED UPON THEORIES OF INFRINGEMENT, WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF SELLER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **LIMITATION OF REMEDY:** SECTION 10 (WARRANTY), SECTION 11 (PATENTS AND COPYRIGHTS) AND SECTION 12 (LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES) PROVIDE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES.

14. **CHANGES:** Seller reserves the right to make any changes in the model and design of its Goods and/or Software without obligation to similarly alter Goods and/or Software previously sold. Buyer may, in writing, within the scope of the accepted order, request changes in the established specifications or delivery schedules. If Seller agrees to such changes and these changes alter the amount due under the purchase order or the time required for performance hereunder, the price of Goods ordered, any license fees and/or the time for performance shall be equitably adjusted.

15. **CANCELLATION:** This Agreement or any part of it is subject to cancellation by Seller if the conditions specified herein are not met by Buyer or if Buyer becomes insolvent or bankrupt. In the event of cancellation for this reason Seller is under no obligation to pay Buyer for any expenses, costs, claims, or liabilities incurred and Seller may retain any portion of the purchase price pre-paid by Buyer as liquidated damages. Seller retains all rights to any other legal remedies it may have against Buyer. Buyer may cancel orders herein only upon reasonable advance written notice to Seller and upon payment to Seller of Seller's cancellation charges, which

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Prepared by: Patty Pelayo

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include all costs and expenses incurred by Seller in the course of performance herein and amounts adequate to cover any commitments made by Seller and Seller's anticipated profit on the sale of the Goods.

16. **DRAWINGS/DOCUMENTATION:** Seller's prints or drawings (and the technology depicted) which are furnished to Buyer in connection with this Agreement are the property of Seller and Seller retains all patent, copyright and other rights, including, without limitation, exclusive rights of use, license, or sale. Buyer's possession of such prints or drawings does not grant Buyer any rights or license, express or implied therein and Buyer shall, upon Seller request, return immediately all copies of such prints or drawings to Seller.

17. **EXPORT:** Each party hereby agrees to comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority and not to export or allow the export or re-export of any Goods to be supplied hereunder in violation of any such restrictions, laws or regulations, or without all required licenses and authorizations. Buyer acknowledges that Seller's quote on Goods ordered hereunder is subject to Buyer obtaining any required license or authorization at time of shipment and Buyer agrees that Seller shall incur no liability to Buyer if such license or authorization is unavailable.

18. **NUCLEAR: GOODS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS.** Buyer accepts goods and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or user and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such the prohibited use of goods and services in any nuclear and related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

19. **APPLICABLE LAW:** This Agreement shall be governed by and performance construed in accordance with the domestic laws and Uniform Commercial Code as adopted in the State of California, without reference to its choice or conflict of laws principles. For non-domestic sales, the parties mutually agree that the rights and obligations of the parties herein shall be determined without reference to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended.

20. **SEVERABILITY:** If any section or part of this Agreement is or becomes illegal, unenforceable or invalid then the aforementioned part or section shall be struck from this Agreement and shall not affect the remaining parts or sections except to the extent necessary to prevent a clearly inequitable result.

21. **ASSIGNMENT/DELEGATION:** Buyer shall not assign any rights or delegate any duties hereunder without the prior written permission of Seller. Any assignment or delegation without such permission shall be void.

22. **MODIFICATIONS:** Except as may be specifically provided for herein, any agreement which modifies, changes, or supplements this Agreement or the documents referenced herein shall only be valid if in writing and signed by a duly authorized associate of Seller. No other Seller associate or representative is authorized to alter the terms of this Agreement.

23. **DISPUTE RESOLUTION/ATTORNEY'S FEES:** Disputes regarding the interpretation or application of any provision in the terms and conditions herein shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Seller and Buyer. If any action at law or in equity is required to enforce or interpret the provisions herein, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees in addition to any other relief to which it may be entitled.

24. **FINAL AND COMPLETE AGREEMENT:** These terms and conditions, any software licensing agreement and other documents referenced herein, and any Seller quotation or acknowledgment and documents specifically referenced therein, represent the final and complete Agreement between the parties with respect to the sale of Goods and/or license of Software and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject matter.

DON'T LET YOUR BUSINESS GO DARK™



A Service Branch of



Computer Protection Technology

9829 Carmenita Rd., Ste. G Whittier, CA 90605

Phone: 562-201-0041

<http://www.cptups.com>

Quote # 28514
Quote date: 10/11/2023
Lead Time: 16+ Weeks
Valid: 30 Days
Terms: Net 30 days
Prepared by: Patty Pelayo

Prepared by: Computer Protection Technology
Name: Patty Pelayo
Email: patty.pelayo@cptups.com
Phone: 562-201-0041

Accepted by: Stacey Smith
Name: _____
Signature: _____
Date: _____
Purchase Order _____

Subject to CPT's Terms & Conditions.

DON'T LET YOUR BUSINESS GO DARK™



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: APPROVE PURCHASE OF REPLACEMENT POLICE DEPARTMENT VEHICLES

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the purchase of two (2) vehicles from Ford of of Montebello (Ford Explorer) and Camino Real Chevrolet (Chevrolet Tahoe) for use by Police Department administrative (command) staff; and
2. Authorize the surplus of unneeded or otherwise unnecessary police vehicles; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total amount necessary to procure the two (2) replacement police administration vehicles is \$140,000, including the cost for upfitting of required emergency equipment. Funding for these vehicles is included in the Asset Forfeiture fund, and has been appropriated in the Fiscal Year 2023-24 budget (Account No. 230-99-847-6082, Asset Forfeiture, Department of Justice, Vehicle Purchases). These two vehicles were included in the supplemental vehicle request made by the Police Department as part of budget development. Subsequently, appropriations for the purchase of these (and an additional nine patrol vehicles) were included in the Asset Forfeiture Fund (\$656,850 total in Account No. 230-99-847-6082). Therefore, no budget amendment is needed.

Given the high priority of this procurement, coupled with the extreme lead time currently needed in purchasing vehicles of any type, it is necessary to secure them outside of the City's established vehicle procurement process. The City's recently established process for vehicle procurement involves piggybacking off a previously, competitively bid contract as allowed by Montebello Municipal Code Section 3.20.125(A). Typically, this involves a

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 3

national contract such as Sourcewell or other similar entity.

Therefore, Staff is recommending procurement of these two Command staff vehicles utilizing the exception to normal bidding procedures allowed by Municipal Code Section 3.20.050(D):

“City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same”

The Ford Explorer and Chevrolet Tahoe are immediately available at Ford of Montebello and Camino Real Chevrolet. Procuring these readily available vehicles shortens the time from purchase to operation. The remaining nine (9) Police patrol vehicles approved in the FY 2023-24 budget will be procured through the typical piggybacking process, and will be charged to the Asset Forfeiture Fund. An agenda report will be presented at a subsequent City Council meeting requesting approval of the purchase of Police patrol vehicles.

BACKGROUND/DISCUSSION:

The Police Administration Division currently utilizes a fleet of four vehicles, which are primarily used by the Police Chief, Assistant Chief and two Police Captains. Two of the four vehicles have come to the end of their serviceable use and need to be decommissioned due to costly repairs and processed as surplus. Purchase of the Explorer and Tahoe will provide replacement for these two vehicles.

In some instances, police agencies are able to utilize unneeded patrol cars to serve as crime deterrent “decoys.” In this circumstance, the vehicles being replaced are unmarked and would not serve as useful decoys. Moreover, even as decoys, they still must be maintained so as to remain minimally operational. The Police Department will explore the ability to use any unneeded black and white patrol vehicles as decoys in the near future should that opportunity present itself as part of the next round of vehicle purchases.

The administration vehicles are utilized by command staff during their on-duty hours as well in the event they are called out on a critical incident after-hours. The current fleet consists of vehicles which are more than six years old, and as a result, are becoming expensive to maintain. The vehicles requested would replace two (2) vehicles in the police administration fleet. Montebello Police command staff have historically been provided a take-home vehicle due to the nature of their position. They are required to respond quickly to emergencies or critical incidents. This can be important for making decisions, coordinating resources, and providing leadership during crises. Further, command staff may be responsible for emergency management and disaster response. Having a take-home vehicle ensures they are prepared to respond to disasters or other

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 3

large-scale incidents at any time.

Vendors have communicated a vehicle inventory shortage throughout the country, with recent labor actions causing delays in receiving vehicles. In addition to the vehicle purchase costs, there will be a need to purchase emergency equipment for each new vehicle, such as red and blue emergency lights, radios, etc. This expedited procurement process allows for the replacement of aging, expensive to maintain vehicles.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve the purchase of vehicles for Police Administration directly through dealerships and direct staff to take such additional, and related, action that may be desirable, per Municipal Code Section 3.20.050(D).

ATTACHMENT(S)

1. Attachment A - Quote - Ford of Montebello
2. Attachment B - Quote - Camino Real Chevrolet
3. Attachment C - Quote - Ford of Long Beach
4. Attachment D - Quote - Norm Reeves Ford
5. Attachment E - Quote - Keyes Chevrolet
6. Attachment F - Quote - Chevrolet of Irvine

NEXT STEPS:

N/A

Molinari, William

From: Rigo Ruiz <rigo@fordofmontebello.net>
Sent: Monday, October 2, 2023 2:48 PM
To: Molinari, William
Subject: [External Email] Quote for Explorer

This one is not in stock yet but it is on its way.

Sales price	\$46,870.00
taxes	\$4812.89
transfer fee	\$41.75
doc	\$85.00

Total \$51,809.64

Keep in mind, there are incentives but I'm not too sure if w can use them for the city. Thanks.

[illegible]



Camino Real Chevrolet
 2401 S Atlantic Blvd
 Monterey Park
 CA, 91754
 caminorealchevy.com

Deal #
 182130

Michael Hernandez III
 Contact Sales: (323) 406 - 9104
 info@caminorealchevy.com



2023 Chevrolet Tahoe LT

VIN : 1GN5CNKD3PR514208 | Stock # : PR514208
 Mileage : 6 mi
 Color : BLACK

CITY OF MONTEBELLO

Cash 0% APR

\$0.00	\$64,199.19
Customer Cash	
\$1,500.00	\$62,699.19
Customer Cash	\$64,199.19 Tax incl.
\$2,500.00	\$61,699.19
Customer Cash	\$64,199.19 Tax incl.

Payment Detail

Selling Price	\$57,490.00
Accessories	\$0.00
Taxes (10.25%)	\$5,901.44
Fees	\$807.75
Amount Financed	\$64,199.19

X

Customer Signature & Date

X

MICHAEL HERNANDEZ | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 12000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

Molinari, William

From: Camino Real Chevrolet <devadmin@tekion.com>
Sent: Tuesday, September 26, 2023 4:14 PM
To: Molinari, William
Subject: [External Email] Documents
Attachments: 182130_DealSheet-a0a12e39-fcb8-4acc-91a7-c3f52310bf7d.pdf



Camino Real Chevrolet

Dear CITY OF MONTEBELLO

Here are the signed deal documents for the purchase.
2023 Chevrolet Tahoe



Please download the attachment.

Happy Purchasing!

Michael J.R

Online Manager, Camino Real Chevrolet

michael@caminorealchevrolet.com | Call/Text: 9098154199

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[Privacy policy](#)



PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

ATTACHMENT C



Date/Time: Oct 2, 2023 02:02 PM

Buyer: William Moren

Phone: C: 2235003515

Address: Long Beach, CA 90815

Salesperson: Robert Bools

2023 Ford Explorer, Body Type: Sport Utility EX23471

Color: Gray Metallic, 11 Miles VIN: 1FMSK7DHXPGB77275

Cash	Balance Due
\$ Down	
\$0	\$51,546

MSRP/Retail	\$43,785.00
Selling Price	\$43,785.00
CLEARSHIELD	\$399.00
ELO GPS	\$899.00
VEHICLE APPEARANCE P	\$999.00
Trade Difference	\$43,785.00
Government Fees	\$647.28
Proc/Doc Fees	\$85.00
Subtotal (Selling Price +	\$46,814.28
Total Taxes	\$4,732.12
Total Balance Due	\$51,546.40

X

Customer Signature

Date

X

Manager Signature

Date

On Approved Credit

NORM REEVES

SUPERSTORE
 CERRITOS AUTO SQUARE

Attn: City of Montebello
 Address 1600 W Beverly Blvd
 City Montebello State CA ZIP 90640
 Phone (323)887-1200

Date 10/2/2023
 INVOICE # 322867

Qty	Description	Unit Price	TOTAL
1	2023 Ford Explorer ST-Line Carbonized Gray VIN# 1FMSK7KH0PGB21932	\$47,470.00	\$47,470.00
0		\$0.00	\$0.00
1	State Tax	\$3,447.74	\$3,447.74
1	City Tax	\$1,426.65	\$1,426.65
1	CA. Tire Fee	\$8.75	\$8.75
1	Doc Fee	\$76.25	\$76.25
1	Lic & Registration	\$41.75	\$41.75
SUB TOTAL			\$52,471.14
TOTAL			\$52,471.14

SIGN: _____

DATE: _____

P.O. Box 3850, Cerritos, CA 90703
 18900 Studebaker Road, Cerritos, CA 90703
 p: 562-405-3500 w: NormReevesFord.com

Payment Detail Retail

Buyer:
City Of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

Co-Buyer:

Deal #: 322867

Deal Date: 10/02/2023

Print Time: 2:36:06 PM

Home #

Home #

Work # (323) 887-1200

Work #

Salesperson: COVARRUBIAS, ENRIQ

New	☒	Vehicle			
Used	☐	Stock #:	Description:	VIN:	Mileage:
Demo	☐	231399	2023 Ford Explorer	1FMSK7KH0PGB21932	19

Vehicle: 0	Trade
VIN:	
Mileage:	
Allowance:	
Payoff:	

Sale Price:	47,470.00	Sale Info.		Finance Info.	
Total Financed Aftermarkets:	0.00	Price (MSRP)	47,470.00	Cancellation Option Fee ...	0.00
Total Trade Allowance:	0.00	Hard Adds	0.00	Rate	0.00
Trade Difference:	47,470.00	Soft Adds	0.00	Term	0 mos.
		Surface Protection	0.00	Scheduled Payment Amt..	52,471.14
		Discounts	0.00	Final Payment	0.00
Documentary Charge:	85.00	Total Sale Price	47,470.00	Finance Charge	0.00
State & Local Taxes:	4,874.39	Extended Warranty(s)	0.00	Total of Payments	52,471.14
Total License and Fees:	41.75	GAP	0.00	First Payment Date	11/16/23
Total Cash Price:	52,471.14	Total Sale	47,470.00	Final Payment Date	11/16/23
		Total Fees	5,001.14	Deal Number	322867
Total Trade Payoff:	0.00	Total Price w/fees	52,471.14		
Delivered Price:	52,471.14	Trade Allowance	0.00		
		Trade Difference	0.00		
Cash Down + Deposit	0.00	Payoffs	0.00		
		Trade Equity	0.00		
		Cash Down + Deposit..	0.00		
		Rebates	0.00		
Unpaid Balance:	52,471.14	Total Down	0.00		
		Total Sale:	47,470.00	Total Amt Financed:	\$52,471.14

☐ Cash	Amount: \$ _____
☐ Check	Amount: \$ _____
☐ CC - MC / VISA / Discover / AMEX	Amount: \$ _____

[illegible]



MAYRA (ONLINE)
2023 CHEVROLET TAHOE 4DR SUV
VIN: 1GN5CRKD0PR515498
STOCK #: 831050
SALESPERSON: MAYRA
10/2/2023 5:30 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Vehicle Price	70,875.00
Document Prep Fee	85.00
License / Title	811.00
Tire/Battery/VTR Fee	8.75
Other Fee	30.00
Sales Tax	6,742.03

Due On Delivery	78,551.78
------------------------	------------------

Tax: 9.50% TAX	9.50 %
-----------------------	---------------

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 9.50% Tax

Keyes Chevrolet...Where it's fun to buy a car!

Molinari, William

From: Nico Fusco <NFusco@simpsongm.com>
Sent: Thursday, September 28, 2023 11:22 AM
To: Molinari, William
Subject: [External Email] 2023 Black on Black LT Tahoe from Simpson Chevrolet of Irvine
Attachments: 1GNSCNKD4PR513018.pdf; Screenshot 2023-09-28 111839.png; b3f4db9bcb023c00db67e49307aaded5x.avif

Hi William,

Nico Fusco here with Simpson Chevrolet of Irvine. You have picked the correct Dealership to call, we are the #1 Tahoe/Suburban Dealership in the State of California!

Here is the information you have requested. Please let me know if you have any questions or would like to move forward.

Nico Fusco
Internet/Fleet Sales Manager
Simpson Chevrolet of Irvine
21 Auto Center Drive
Irvine, CA 92618
Office (949) 457-2085



www.SimpsonGM.com

Your privacy is important to us. To view the categories of personal information we collect and the purposes for which the information is used, or to exercise your rights under the California Consumer Privacy Act (CCPA), View our Privacy Policy

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PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

VEHICLE		
Vehicles: 2023 CHEVROLET TRUCK TAHOE		
Stock #: 513018		
VIN: 1GN5CND4PRE13018		
Miles:		
PURCHASE OPTION		
Vehicle Price:		\$63,920.00
Total Selling Price:		\$70,920.00
Trade-In Value:	-	\$0.00
Difference:		\$70,920.00
Lien Payoff (estimate):	+	\$0.00
Sales Tax (estimate):	+	\$7,278.02
Weight Fee:	+	\$0.00
Tag/Registration Fees (estimate):	+	\$0.00
Flat Add/County Fee:	+	\$0.00
Electronic Filing:	+	\$33.00
Smog Abatement Fee:	+	\$0.00
Documentation Fee:	+	\$85.00
Tire/Battery/MVMEA:	+	\$8.75
Gap:	+	\$0.00
Balance Due (estimate):		\$78,324.77



CHEVROLET

2023 TAHOE 2WD LT

EXTERIOR: BLACK
INTERIOR: JET BLACK

ENGINE, 5.3L ECOTEC3 V8
TRANSMISSION, 10-SPEED AUTO

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- AUTOMATIC STOP/START ENGINE
- STABILITRAK

- ELECTRONIC PRECISION SHIFT TRAILERING EQUIPMENT

CONNECTIVITY & TECHNOLOGY

- 9 SPEAKER BOSE AUDIO SYSTEM
- WIRELESS CHARGING FOR DEVICES
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- SIRIUSXM CAPABLE

SAFETY & SECURITY

- TRIAL INCLUDED W/ SUBSCRIPTION SOLD SEPARATELY
- CHEVROLET INFOTAINMENT 3 PREMIUM SYSTEM W/GOOGLE BUILT-IN CAPABILITY, 10.2" HD DIAG. COLOR TOUCHSCREEN, BLUETOOTH STREAMING AUDIO FOR MOST PHONES, WIRELESS ANDROID AUTO & WIRELESS APPLE CARPLAY

- REAR CROSS TRAFFIC ALERT
- LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT
- HEATED POWER OUTSIDE MIRRORS W/ POWER-FOLD
- 20" MACHINED ALUMINUM WHEELS (REPLACES STD/OPT WHEELS)
- SUNROOF, POWER PANORAMIC, TILT-SLIDING WITH POWER SUNSHADE

- THEFT DETERRENT SYSTEM

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$59,700.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

LT SIGNATURE PLUS PACKAGE: 4,825.00

- HD SURROUND VISION
- SEATS, HEATED, SECOND ROW OUTBOARD SEATS
- SEATS, 2ND ROW 60/40 SPLIT
- POWER TILT & TELESCOPIC STEERING COLUMN
- MEMORY SETTINGS
- HEATED STEERING WHEEL
- REAR PEDESTRIAN ALERT
- SEATS, 3RD ROW 60/40 SPLIT-BENCH, POWER FOLD
- DRIVER ALERT PACKAGE:

TOTAL OPTIONS	\$4,825.00
TOTAL VEHICLE & OPTIONS	\$64,525.00
DESTINATION CHARGE	1,895.00
TOTAL BEFORE SAVINGS	\$66,420.00
LT SIGNATURE PACKAGE SAVINGS	-500.00

TOTAL VEHICLE PRICE* **\$65,920.00**

Visit us at www.chevy.com

EPA Fuel Economy and Environment

TAHOE 2WD

17 MPG
combined city/hwy
5.9 gallons per 100 miles

15 city

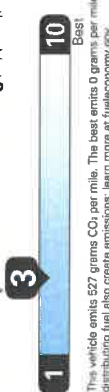
20 highway

You spend **\$5,000** more in fuel costs over 5 years compared to the average new vehicle.

Standard SUVs range from 13 to 102 MPG. The best vehicle rates 132 MPG.

Annual fuel cost
\$2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 527 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

★★★★★

Frontal Crash

Driver ★★★★★
Passenger ★★★★★

Side Crash

Front seat ★★★★★
Rear seat ★★★★★

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 33%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 38%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
ARLINGTON, TX U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law - Do not remove. Manufacturer's Recommended Retail Price includes dealer installed options and accessories not listed above. Local taxes or license fees.

© 2008 General Motors LLC
GM/BL_C700D_002 - 01/22/2023

ORDER NO 07HP2 SALES CODE E
SALES MODEL CODE CC10706

FINAL ASSEMBLY:

ARLINGTON, TX U.S.A.

VIN 1GN5CNKD4PR13018 REISSUE
DEALER TO WHOM DELIVERED
SIMPSON CHEVROLET OF IRVINE
21 AUTO CENTER DRIVE
IRVINE, CA 92618-2803





ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS),
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT
FUNDS UTILIZATION**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT24122, in the amount of \$145,000; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by \$145,000 in grant Account No. 265-8013-800, OTS-STEP Grant, PT24122 FY 2023-24 (Overtime, Other Direct Costs and Travel and Meetings); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello by and through the Montebello Police Department is being awarded \$145,000 from the OTS-STEP Grant Program ("Grant"). Although the City must pay upfront costs, all related, authorized expenditures will be reimbursed by the Grant quarterly for an amount up to \$145,000.

The funds are to be distributed to a specific OTS-STEP account, which will reflect the following budget (Account No. 265-8013-800, OTS-STEP, PT24122 FY 2023-24):

1. Personnel Costs-Overtime (5010.10) \$122,100
2. Travel Expenses (6020) \$4,500

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 3

3. Other Direct Costs (6040.40) \$18,400

TOTAL \$145,000

BACKGROUND/DISCUSSION:

On October 6, 2023, the Department was awarded an OTS-STEP Grant in the amount of \$145,000. The time period of the Grant is October 1, 2023, to September 30, 2024. Funding from this Grant has been approved for traffic operations and other miscellaneous traffic and checkpoint supplies.

The Department has primarily focused on reducing alcohol and speed-related collisions. Through the use of educational campaigns that focus on traffic safety topics such as distracted driving and primary collision factors, the Department will continue to educate the community on the importance of safe driving practices. The Department is currently expanding staff in the traffic unit, adding traffic safety equipment, and expanding training opportunities.

The Department's goal is to use the Grant funds to enforce traffic laws, educate the public about traffic safety, and provide varied and effective means of reducing fatalities, injuries, and economic losses from collisions. These tasks will be achieved through a focused traffic enforcement plan utilizing operations that are data-driven and that our Department has the capacity to complete.

ENVIRONMENTAL:

N/A

ANALYSIS:

Best practice strategies will be implemented to reduce the number of persons killed and injured in crashes involving alcohol and primary collision factors that are prevalent in our City including speeding, tailgating, illegal U-turns, and stop sign violations. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational presentations on topics that may include: child passenger safety, occupant protection, and safe senior driving practices. These strategies and campaigns are advertised on our City's website and social media platforms with the goal of capturing the communities' attention to encouraging safe driving practices.

SUMMARY:

The Department has been awarded a STEP Grant from OTS in the amount of \$145,000. The Grant award will enable the Department to conduct traffic safety and enforcement operations. As a result of the award of these reimbursable grant funds, the Department is able to deploy officers and conduct high-visibility traffic campaigns. The support of the OTS-STEP Grant will aid in these goals and expand our efforts.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 3

City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached Grant Agreement (PT24122) and amend the FY 2023-24 budget by increasing appropriations by \$145,000 in grant Account Number 265-8013-800-5010.10, 6010.40 and 6020, OTS-STEP, PT24122 FY 2023-24 Overtime, Travel and Meetings, and other Direct Costs (see table above for exact dollar allocation).

ATTACHMENT(S)

1. Attachment A- State of California- Office of Traffic Safety- Grant Agreement PT24122

NEXT STEPS:

N/A

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Montebello	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Montebello Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$145,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Vanessa Padilla Nava TITLE: Grants and Project Administrator EMAIL: vpadilla@cityofmontebello.com PHONE: (323) 887-1238 ADDRESS: 1600 W. Beverly Blvd. Montebello, CA 90640 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Paul Espinosa Chief of Police pespinosa@cityofmontebello.com (323) 887-1212 1600 W. Beverly Blvd. Montebello, CA 90640 _____ (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Michael Solorza Director of Finance msolorza@cityofmontebello.com (323) 887-1412 1600 W. Beverly Blvd. Montebello, CA 90640 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: M8MYZCCFENF8 REGISTERED ADDRESS: 1600 West Beverly Boulevard CITY: Montebello ZIP+4: 90640-3932
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$28,900.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$20,400.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$56,100.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$39,600.00
				AGREEMENT TOTAL		\$145,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$145,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$145,000.00		

1. PROBLEM STATEMENT

The City of Montebello Police Department is planning to address and reduce traffic safety concerns in the City of Montebello using a combination of enforcement and education. Using the highest standards and most up-to-date analytics, the enforcement operations will be dedicated to the most prevalent traffic problems. By increasing the visibility of our program goals and distributing educational material on safe driving practices, the department will enhance traffic safety enforcement operations. Through these methods, the department will be successful in curbing Montebello's traffic problems and most importantly reducing the overall number of traffic crashes that cause injuries and fatalities.

The City of Montebello is a bustling and charming community located in Los Angeles County. Traffic volume is heavy throughout the city for several reasons. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and San Gabriel Freeway 605. Montebello is often referred to as a gateway city, with proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic that substantially increases during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area. Montebello is in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on a daily basis. All these factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello is fortunate to have an active community that is very aware and concerned of traffic trends. Social media has played a large role in creating this open and fluid communication. Through additional data analysis the Police Department has observed a trend emerge over the past few quarters, this new trend is being referred to as the "after-hours" trend. The noted crashes tend to be concentrated around the hours of after-school and after-work commutes. The data demonstrates that between the hours of 12:00 pm- 6:00 pm; 35%-45% of the crashes occurred in 2022. Concerning data also showed that in 2022, all 4 of the fatal crashes occurred during those daytime hours.

The City of Montebello is currently seeing a drastic increase in the number of citations and crashes involving speeding. In 2020 the Department noticed that the highest amount of speeding citations in recent years had been issued (297). While the number decreased last year to 236, this is still well above the number of citations in 2018 and 2019 with 122 and 194, respectively. Additionally, 2022 was the first year the Department saw an increase in speeding related crashes (639) after a four-year decrease following a peak of 767 in 2018. The department has monitored several car groups in the area that had held meetups in local parking lots. The goal will be to increase enforcement and visibility to deter the recurrence of the meet ups and street racing.

The City of Montebello Police Department has recently observed an increase in crashes involving bicyclists. Unfortunately, several of those crashes have involved a primary crash factor where the bicyclist was on the wrong side of the road. For the Federal Fiscal Year 2022, our City saw 14 bicyclists injured in traffic crashes, 6 of which had a primary crash factor were the bicyclist was driving on the wrong side of the road. One of those crashes caused severe injuries to the cyclist; that crash occurred at night and the cyclist did not have any reflective or light equipment on his bicycle. For the year 2023, the Department already has 9 crashes reported involving bicyclists, two of which included severe injuries to the bicyclists. Both of those crashes involved an unsafe speed from the vehicle involved.

The City of Montebello has many low income areas in which families often times aren't able to afford proper helmets and bike safety gear. The Department will host bicycle rodeos, to educate elementary school age bicyclists on several safe riding topics including high visibility, safe riding practices, and safe road sharing practices. Bicycle helmets will be properly fitted and distributed to participants of the rodeos. The Department will distribute and properly fit helmets, distribute high visibility tape for bicycles, and provide bicycle maintenance checks for members of the community at events like National Night Out. The department will use the community events to educate parents and children about bicycle safety as well as use resources like social media to educate drivers about the importance of safely sharing the road with bicyclists.

An additional area of concern to our department and City is to ensure that the teen drivers of the community are practicing safe driving techniques. We currently have a hypothesis that due to the hours of the crash's occurrence; teen drivers might be more susceptible to the trend. To help deter this concern, the department will partner with schools to offer teen drivers safe driving educational presentations.

Having identified a noticeable trend in the hours of the crashes, it is that much more concerning that our alcohol involved crashes have also increased (18 injured in 2021 and 23 in 2022 including one fatality). Additionally, our OTS Crash Rankings also showed our DUI arrests ranking increase from 34 in 2019 to 31 in 2020. This year the department will focus on expanding our social media campaigns to deter impaired driving. It is very apparent that our efforts are more necessary than ever before.

Having the attention and willing participation of the community allows the Police Department to address trends as soon as they are identified. The support of the community lends itself to advocating to the City for necessary infrastructure changes to address and reduce the occurrence of traffic crashes wherever possible by adjusting speed limits, changing and upgrading signs, and improving roadways.

While more data needs to be collected to further analyze the noted trends, the department now has more software and hardware equipment to make this analysis. The recent upgrade of the traffic reporting system through OTS funding, will soon hold a full year's worth of data that will show additional details. Additionally, the City recently allowed the purchase of a mobile traffic data device that detects two lanes in the same direction (with lane separation data) and provides vehicle data for speed. These projects demonstrate the departments and City's commitment to diversifying traffic collection tools that aid in implementing methods that eliminate crashes.

Montebello Police Department has diligently worked to identify and address traffic problems in the City of Montebello. The Office of Traffic Safety has allowed our efforts to make dramatic improvements, however, our work is not done. The efforts of this grant are personal goals for our department. Our collaborative efforts will create lasting changes that will reduce traffic injuries and lead to zero fatalities in the City of Montebello and surrounding regions.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.

11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Distribute and properly fit bicycle helmets at no cost to community members in need, at bicycle rodeos, schools, workshops, and community events.	120
3. Purchase bicycle helmets.	120
4. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
5. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
6. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	6
7. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	6
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
9. Conduct DUI Saturation Patrol operation(s).	12
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	11
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	5
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
14. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the

OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$85,000.00		
402PT-24	20.600	State and Community Highway Safety	\$60,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-24	\$12,000.00	3	\$36,000.00	
DUI Saturation Patrols	164AL-24	\$2,700.00	12	\$32,400.00	
Traffic Enforcement	402PT-24	\$2,500.00	11	\$27,500.00	
Distracted Driving	402PT-24	\$2,200.00	4	\$8,800.00	
Pedestrian and Bicycle Enforcement	402PT-24	\$2,200.00	5	\$11,000.00	
Street Racing and Sideshow Enforcement Operations	402PT-24	\$2,500.00	2	\$5,000.00	
Traffic Safety Education	402PT-24	\$350.00	4	\$1,400.00	
Category Sub-Total				\$122,100.00	
B. TRAVEL EXPENSES					
In State Travel	402PT-24	\$4,500.00	1	\$4,500.00	
				\$0.00	
Category Sub-Total				\$4,500.00	
C. CONTRACTUAL SERVICES					
				\$0.00	
Category Sub-Total				\$0.00	
D. EQUIPMENT					
				\$0.00	
Category Sub-Total				\$0.00	
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-24	\$1,400.00	1	\$1,400.00	
Phlebotomist	164AL-24	\$800.00	11	\$8,800.00	
PAS Flashlight	164AL-24	\$1,000.00	2	\$2,000.00	
Portable Light Tower	164AL-24	\$2,200.00	2	\$4,400.00	
Bicycle Helmets	402PT-24	\$15.00	120	\$1,800.00	
Category Sub-Total				\$18,400.00	
F. INDIRECT COSTS					
				\$0.00	
Category Sub-Total				\$0.00	
GRANT TOTAL					\$145,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Phlebotomist - To draw and collect blood samples during OTS funded grant operations from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.

PAS Flashlight - Preliminary alcohol screening flashlight combines a high-intensity flashlight, a dynamic sampling system and a miniature alcohol sensor to analyze ambient air, breath, open containers or enclosed spaces for the presence of alcohol during enforcement efforts for DUI.

Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator and accessories.

Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed an average price of \$15, including shipping, handling and tax. More expensive helmets may be purchased if approved by OTS.

INDIRECT COSTS

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

10/6/2023 8:37:09 AM

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. 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;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT24122
Agency Name:	Montebello Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$145,000.00
Authorizing Official:	Paul Espinosa
Fiscal Official:	Michael Solorza
Grant Director:	Vanessa Padilla Nava

CURRENT GEMS USER(S)

1. Laurence Gong

Title: Accounting Manager

Phone: (323) 887-1417

Email: lgong@cityofmontebello.com

Media Contact: Yes

2. Vanessa Padilla Nava

Title: Grants and Project Administrator

Phone: (323) 887-1238

Email: vpadilla@cityofmontebello.com

Media Contact: Yes

3. Steve Sharpe

Title: Lieutenant

Phone: (323) 480-4000 ext. 311

Email: ssharpe@cityofmontebello.com

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	



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 ISSUING A BUS STOP IMPROVEMENT PROJECT (BSIP)
CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) NO. 24-7**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing a Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing Request for Proposals (RFP) No. 24-7 for Bus Stop Improvement Project (BSIP) Consulting Services (see Attachment A). Once a consultant is selected for award, the City Council will be asked to consider approving a Professional Services Agreement and amend the City of Montebello Department of Transportation's Fiscal Year 2023-24 adopted budget if needed.

BACKGROUND/DISCUSSION:

The City of Montebello is soliciting proposals from highly qualified consultants to provide in-depth Bus Stop Improvement Project (BSIP) Consulting Services to improve the agency's transit system (Montebello Bus Lines).

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 approximately 2.6 million passengers annually throughout the communities of Alhambra, Bell Gardens, San

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 4

Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of a fleet of sixty-six (67) 35ft-40ft buses (three electric, twenty hybrid, and forty-four Compress Natural Gas (CNG) buses), one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout various communities. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

RFP No. 24-7 seeks to secure the most qualified consultant to perform an in-depth analysis of the City of Montebello's bus shelters and evaluate overall structural needs to provide services to the various customers that MBL serves. The project will act as a guide to improve bus shelters and facilitate a future construction RFP which will follow the guidelines the consultant provides in their final report.

Once RFP No. 24-7 is approved, the notice inviting proposals will be published using Planetbids.com, Montebelloca.gov, and the Wave Newspaper, beginning October 26, 2023. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be December 21, 2023. It is anticipated that a consultant will be selected in January, with the award of a professional services agreement brought before the City Council for consideration shortly thereafter.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Transportation Department requests the authority to issue RFP No. 24-7, to solicit proposals from qualified consultants to provide bus stop improvement consulting services. The selected consultant will possess the relevant experience required to provide the analysis and development of successful and innovative bus stop designs and options. The consultant must be able to complete the following tasks:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 4

SCOPE OF WORK		DELIVERABLES
TASK 1:	Bus Shelter Inventory	• Provide overall report of bus stops with a conditions and inventory assessment. • Provide a breakdown of stops with stop descriptions including GIS location mapping, street names, bus route numbers, etc. • Provide list of ADA compliant, ADA non-compliant, and accessibility recommendations.
TASK 2:	Design Recommendations	• Provide a comprehensive overview of standard designs for the region. • Provide analysis of recommendations to meet regional standards. • Provide Design recommendations considering each element listed above and costs associated with possible improvements.
TASK 3:	Amenity Recommendations	• Provide a comprehensive overview of amenities for the region. • Provide analysis of recommendations to meet regional standards. • Provide amenity recommendations considering each element listed above and costs associated with possible improvements.
TASK 4:	Bus Stop Assessment for Bus Stop Improvement Project	• Provide an estimate of removal costs. • Provide a comprehensive overview of improvements with cost estimates needed for each bus stop within the city's jurisdiction (ADA, repair needs, etc.). • Provide a comprehensive overview of improvements with cost estimates needed for each bus stop outside of the city's jurisdiction (ADA, repair needs, etc.). • Provide line-by-line cost estimates for bus stop location improvements. • Provide a general plan of implementation for the RFP process.
TASK 5:	Plan and Design of Development Phase/RFP Creation	• Provide fully articulated construction RFP which includes all deliverables from previous tasks and MBL staff recommendations. • Provide cost estimates for future consultation needs based on the three requested cost estimates in Task 4. • Provide estimated project schedule for construction

A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, quality of

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 4 of 4

proposed personnel, qualifications and experience, and technical approach. Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted value set forth below:

QUALITATIVE AND PRICE CONSIDERATIONS		
#	Categories	Weighted Points (Pts)
1	Project Management Plan	20 pts
2	Proposed Project Team	10 pts
3	Firm Qualifications and Experience	10 pts
4	Technical Approach	35 pts
5	Price	25 pts
TOTAL		100 pts

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 24-7, attached hereto in substantial form, for Bus Stop Improvement Project (BSIP) Consulting Services; and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A: Request for Proposal (RFP) No. 24-7

NEXT STEPS:

N/A

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 24-7



Bus Stop Improvement Project (BSIP) Consulting Services

October 26th, 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>

TABLE OF CONTENT

Section	Page(s)
INTRODUCTION	4
COVER LETTER	5
TIMETABLE & SCHEDULE OF EVENTS	6
PROPOSAL SUBMISSION CHECKLIST	7
SECTION 1 - INSTRUCTIONS TO PROPOSERS	8
Proposal Format and Submittal	
Examination of Proposal Documents	
SECTION 2 - GENERAL TERMS AND CONDITIONS	9-16
Addenda	
Clarifications	
Discrepancies and Misunderstandings	
Withdrawals of Proposal	
References	
Proposal Signatures	
Pre Contractual Expenses	
City of Montebello Rights	
Licensing, Permits, and Taxes	
Responsibility for Compliance with Legal Requirements	
Confidentiality and Public Record	
Joint Offers	
Company Personnel	
Single Proposal Response	
Protest Procedures	
Incorporation of Proposal into Agreement	
Time of Completion	
Payment	
Contract Documents	
Scope of Contract	
Performance of Work	
Award of Contract	
Point of Contact	
Evaluation of Proposals	
Proposal Evaluation Criteria	
SECTION 3 - QUALIFICATIONS	17
SECTION 4 - SCOPE OF WORK	18-21
SECTION 5 - FORM OF CONTRACT (SAMPLE)	22- 32

SECTION 6 - FORMS AND CERTIFICATIONS

33-56

Letter of Transmittal

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 - Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit F – Federal Requirements

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from qualified consultants to provide an in-depth Bus Stop Improvement Project (BSIP) Consulting Services to improve the agency's transit system.

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 approximately 2.6 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of a fleet of sixty-six (67) 35ft-40ft buses (three electric, twenty hybrid, and forty-four Compress Natural Gas (CNG) buses), one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout various communities. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

This Request for Proposal (RFP) seeks to secure the most qualified consultant to perform an in-depth analysis of the City of Montebello's bus shelters and evaluate overall structural needs to provide services to the various customers that MBL serves. The project will act as a guide to improve bus shelters and also facilitate a future construction RFP which will follow the guidelines the consultant provides in their final report.

The Scope of Work will include the deliverables to be prioritized and submitted to MBL as follows:

- Bus stop Inventory and Assessment Report.
- Design Recommendations.
- Amenity Recommendations.
- Plan and Design of Development Phase.
- Cost Assessments outlined in Tasks.
- Timeline or schedule to complete each Task.

DATE: October 26th, 2023

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.24-7

TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals (Proposals) from highly qualified consultants (Consultants) to provide an in-depth Bus Stop Improvement Project (BSIP) Consulting Services to improve the agency's transit system.

A Pre-Proposal Meeting will be held on **Tuesday, November 14th, 2023**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello.

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: Matt Lightner
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1344
E-mail: mlightner@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's 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, December 21st, 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, MBL 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	October 26 th , 2023
Pre-Proposal Meeting	Tuesday	November 14 th , 2023, at 10:00 AM PST
Deadline to Submit Questions	Tuesday	November 28 th , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	December 7 th , 2023
Deadline to Submit Proposals	Thursday	December 21 st , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of January 4 th , 2024	

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 # 8	
2	Letter of Transmittal	Page # 33	
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	Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Federal Requirements	Exhibit G	
	OPTIONAL ITEMS		
11	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, December 21st, 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 contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Tuesday, November 28th, 2023**. No questions will be answered individually by the City or Transportation Departments.

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

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time, after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer, and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit "B".

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal, it shall be signed, and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP.
5. Issue subsequent RFPs.
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure 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 consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Consultants of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, the Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements, it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding, and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the awarded consultant (or "consultant"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between consultant and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the consultant written notice thereof. Upon termination, MBL shall pay the consultant his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the consultant a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the consultant breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. consultant shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

Consultant shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the consultant provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the consultant in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement, and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
 Attention: Matt Lightner,
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 344
 Email: mlightner@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.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and the 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.

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 the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The 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 present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a “comprehensive proposal score” for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Proposer’s Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer’s knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team’s familiarity with the provision of BSIP Consulting Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing consulting services for BSIP of the same or similar magnitude. Presentation of a catalog of BSIP experience and expertise most advantageous to the City.	10 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.	35 points

	TOTAL	75 points
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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

SECTION 3 – QUALIFICATIONS**DESIRED QUALIFICATION**

The consultant shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL's existing operation.
- B. Provide specialized knowledge of the transit environment including infrastructure, operational, and regulatory expertise to make recommendations in service improvements.
- C. Complete quantitative and qualitative research and analysis to review transit design, statistical trends, and historical information.
- D. Utilize subject matter experts and deep industry knowledge to improve current operations and the effectiveness of MBL's transportation services.
- E. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with a Bus Stop Improvement Project.
- F. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

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. List and describe a minimum of five (5) projects or experiences, similar in nature 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 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.
- C. The 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.
- D. The 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.
- E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
- F. The firm possesses a professional staff with five (5) years of knowledge and experience to complete the BISP project.
- G. Financial capacity.

SECTION 4 – SCOPE OF WORK

This project will provide an in-depth analysis of the City of Montebello’s bus shelters and evaluate overall structural needs to provide services to the various customers that MBL serves. The project will act as a guide to improve bus shelters and also facilitate a future construction RFP which will follow the guidelines the Consultant provides in their final report.

PURPOSE

The purpose of this solicitation is to assist the Transportation Department in implementing the Montebello Bus Lines Bus Stop Improvement Project. The project will include an assessment of current conditions, estimates for conditions improvements, and a future construction RFP development phase.

OBJECTIVES

To solicit bids for a comprehensive Bus Stop Improvement Project survey that will result in a initial construction RFP based on the recommendations of this survey.

General Deliverables

1. Bus stop Inventory and Assessment Report.
2. Cost Assessments outlined in Tasks.
3. Timeline or schedule to complete each Task.

WORK PLAN

Task 1: Bus Shelter Inventory

The consultant will inventory approximately 900 bus stops. Consultant will provide data points based on the bullet points listed below:

- Review the Comprehensive Operations Analysis (COA) Final Report from April 2022 to determine current MBL lines and possible future changes.
- Perform on-site field analysis and take digital photos of each bus stop to determine the condition of the site.
- Inventory existing conditions to determine accessibility in accordance with applicable federal, state, and local laws.

- Inventory existing amenities including shelters, benches, trash receptacles, near-side and far-side locations, and any other recommend improvements or additions to existing amenities that are standard practice.
- Describe any potential risk and liabilities under federal, state, and local accessibility law (ADA).
- Provide Geographic Information System (GIS) mapping of each stop location.
 - o Provide access to ESRI ArcGIS Account.
- Make recommendations to improve accessibility as needed.
- Create numbering plan for the creation of stop identification numbers.

Deliverables:

- Provide overall report of bus stops with a conditions and inventory assessment.
- Provide a breakdown of stops with stop descriptions including GIS location mapping, street names, bus route numbers, etc.
- Provide list of ADA compliant, ADA non-compliant, and accessibility recommendations.

Task 2: Design Recommendations.

The consultant will compile and submit design improvement recommendations for bus stops that will standardize all bust stops.

- Accessibility – pedestrian flow, cyclist flow, and driver flow
- New Logo Integration – provide bus blade logo design similar to the new bus graphics rebrand.
- Visibility – minimize blind spots that could impact pedestrians, cyclists, or other drivers.
- Location improvement– provide design plans to allow for ADA compliance if needed and more pedestrian and cyclist waiting areas for customers. Plans would incorporate all elements of the bus stop such as: bus pad, curb and gutter, intersection, zoning area, size, traffic flow, and sidewalk space.
- Pick-up and Drop-off location adjustments if needed.
- Traffic flow improvements around bus stop locations.
- Traffic volume studies.
- Traffic control device identification (traffic lights, signs, etc.)
- Pedestrian volume and usage study for passenger and non-passengers.
- Cyclist volume and usage study for passenger and non-passengers.
- Survey surrounding features to determine the best amenities to install. Including buildings, businesses, crosswalks, driveways, intersections, streets, and freeways.

- Review lighting of the area both natural and streetlight.
- Alternative design options for locations as needed.
- Determine sidewalk repair needs if applicable.
- Conduct a site conditions assessment.
- Determine ADA construction needs if applicable.
- Provide standardized design recommendations for shelters, benches, stop, etc.

Deliverables

- Provide a comprehensive overview of standard designs for the region.
- Provide analysis of recommendations to meet regional standards.
- Provide Design recommendations considering each element listed above and costs associated with possible improvements.

Task 3: Amenity Recommendations.

The consultant will provide amenity recommendations based on the survey from Task 1 and the design recommendations from Task 2 for each bus stop site. Amenities may include but are not limited to:

- Digital signage.
- Bus shelter solar lights.
- Bus stops sign solar lights.
- ADA compliance.
- Site improvements that may include shelters, benches, trash receptacles, beacon lights etc.
- Bus pad installations.
- Provide cost estimates for improvements.
- Provide standardized recommendations for shelters, benches, stop, etc.
- A Title VI analysis demonstrating the methodology used for the equitable distribution of amenities must be completed as a part of the amenity recommendation.

Deliverables

- Provide a comprehensive overview of amenities for the region.
- Provide analysis of recommendations to meet regional standards.
- Provide amenity recommendations considering each element listed above and costs associated with possible improvements.

Task 4: Bus Stop Assessment for Bus Stop Improvement Project.

The consultant will assess bus stops within the City's jurisdiction. There are approximately 200 bus stops within the City of Montebello. This task will be a more in-depth assessment and design needs of bus stops within the city limits.

- Prepare a checklist of design factors for each bus stop including alternative design options and any potential risk or liabilities under federal, state, or local accessibility law (ADA).
- Make recommendations for accessibility improvements if any.
- Make general improvement recommendations that increase circulation and improve overall design with elements from Task 2 and Task 3.
- Provide city jurisdiction cost estimates and outside city jurisdiction cost estimates for recommended improvements.

Deliverables

- Provide an estimate of removal costs.
- Provide a comprehensive overview of improvements with **cost estimates** needed for each bus stop **within the city's jurisdiction** (ADA, repair needs, etc.).
- Provide a comprehensive overview of improvements with **cost estimates** needed for each bus stop **outside of the city's jurisdiction** (ADA, repair needs, etc.).
- Provide **line-by-line cost estimates** for bus stop location improvements.
- Provide a general plan of implementation for the RFP process.

Task 5: Plan and Design of Development Phase/RFP Creation:

The consultant will combine all elements in the previous tasks to produce an RFP for the Development Phase of the project.

- Coordinate elements of recommendations with key MBL staff to confirm design and goals of the project.
- Consultant will provide selected bus stops within the City's jurisdiction that must be upgraded with new installations to meet ADA standards. New installations may include street furniture, digital signage, or other amenity upgrade recommendations.
- Consultant will provide evaluation assistance to choose recommended designs.
- Prepare project design/construction schedule.
- Provide utility planning and coordinate with utility providers.
- Provide cost estimates for each project element.

Deliverables

- Provide fully articulated construction RFP which includes all deliverables from previous tasks and MBL staff recommendations.

- Provide cost estimates for future consultation needs based on the three requested cost estimates in Task 4.
- Provide estimated project schedule for construction.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING 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 “CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist CITY in providing an in-dept Bus Stop Improvement Project (BSIP) Consulting Services to improve the agency’s transit system.; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of 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, CONSULTANT responded to CITY’s Request for Proposals dated October 26, 2023 (RFP No. [24-7]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. 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.
- b. RFP No. 24-7, attached hereto as **Exhibit "A."**
- c. CONSULTANT'S Proposal to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit "B"**.
- d. CONSULTANT'S "Best and Final Offer" to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit "C"**.
- 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. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 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 8 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 4. PERFORMANCE.

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

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

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

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

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONSULTANT. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

SECTION 5. WORK PRODUCT.

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT'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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 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 CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had

completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any “non-refundable” costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT’s employees or CONSULTANT’s subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers’ compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an

employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT'S 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, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

② **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

② **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

☐ **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

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

Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver 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. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

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

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-

contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 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

CONSULTANT

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub consultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO**CONSULTANT**

Arlene Salazar
Acting City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-7

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:

2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

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 Bus Stop Improvement Project (BSIP) Consulting Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-7 **Bus Stop Improvement Project (BSIP) Consulting 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: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

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:	

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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 liability 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. 24-7****BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department), the undersigned proposing company ("Consultant/Proposer") 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.

TASK 1: Bus Shelter Inventory	\$ _____
TASK 2: Design Recommendations	\$ _____
TASK 3: Amenity Recommendations	\$ _____
TASK 4: Bus Stop Assessment for Bus Stop Improvement Project	\$ _____
TASK 5: Plan and Design of Development Phase/RFP Creation	\$ _____
TOTAL FIRM-FIXED PRICE	\$ _____

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
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all 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**FEDERAL REQUIREMENTS****1.1 Federal Funding, Incorporation of FTA Terms**

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any AGENCY requests that would cause AGENCY to be in violation of the FTA terms and conditions.

1.2 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this Contract.

1.3 No Government Obligation to Third Parties

The AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract of the FTA-assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by

FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-contractor who will be subject to the provisions.

1.5 Inspection and Retention of Records

The CONTRACTOR shall permit authorized representatives of the AGENCY, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the CONTRACTOR relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until the AGENCY, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The AGENCY retains ownership of all project documents and records maintained by the CONTRACTOR on behalf of the AGENCY.

1.6 Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.7 Termination

Pursuant to the Contract, in the event that either Party hereto fails or refuses to perform any of the provisions of this Contract at the time and in the manner required, the non-defaulting party

shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature

of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Contract by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Contract in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Contract as provided herein, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Contract, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Contract. CONTRACTOR agrees to cease all work under this Contract on or before the effective date of any notice of termination. Pursuant to the Contract, all AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Contract.

1.8 Civil Rights Requirements

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) Age - The CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age.
 - (c) Disabilities - The CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.9 Disadvantaged Business Enterprise (DBE)

1. AGENCY Assurance: AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program.

AGENCY shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts. AGENCY'S DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this Contract. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to AGENCY of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 et seq.).

2. Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the AGENCY is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the AGENCY has established a DBE participation goal of five percent (5%).

AGENCY'S annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation AGENCY would expect absent the effects of discrimination.

3. Contract Goals: AGENCY intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, AGENCY will establish specific contract goals for particular projects with subcontracting opportunities.

There is no DBE project goal established for this project. At this time AGENCY will meet DBE goal on federally assisted projects through race neutral measures. AGENCY supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that might otherwise perform with their own forces.

4. Good Faith Efforts: If a specific DBE participation goal is identified in the above Section 5.9.3, a proposer must demonstrate that it can meet this specified goal in the performance of this Contract in order for the proposal to be determined a responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for award of contract.

Determination of Good Faith Efforts: If the amount of DBE participation does not meet the Contract-specific goal, the DBE Officer shall review the good faith effort report submitted by the proposer. The DBE Officer shall determine whether the proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the Contract-specific goal.

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the CONTRACTOR solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the CONTRACTOR solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the CONTRACTOR selected portions of work to be performed by DBEs and, where appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the CONTRACTOR might otherwise prefer to perform these work items with its own forces; whether the CONTRACTOR negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the CONTRACTOR made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the CONTRACTOR made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the CONTRACTOR effectively used the services of available minority/women community organizations, contractors' groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer's Right to Administrative Reconsideration: In the event that the DBE Officer determines that the responsible proposer has not met the Contract-specific goal, and has not demonstrated good faith efforts, the DBE Officer will notify the proposer in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the proposer of its right to submit further written documentation or appear before the Reconsideration Official prior to the time that a recommendation for award of contract is presented to the City Council. (The Reconsideration Official is a CITY representative who did not take part in the original determination.) After reconsideration, AGENCY shall provide the proposer with a written decision. The result of the reconsideration process is not appealable by the proposer.

In the event that the Reconsideration Official finds that the proposer has not met the Contract goal or demonstrated good faith efforts, AGENCY will deem said proposer not responsible and evaluate the proposer submitting the next proposal.

5. **CONTRACTOR Compliance with AGENCY DBE Policy:** It is the policy of AGENCY to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to AGENCY'S construction, procurement, and professional services activities. To this end, AGENCY has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.

In connection with the performance of this Contract, the CONTRACTOR will cooperate with AGENCY in meeting these commitments and objectives.

6. Required Proposal/Proposal Submittals: The CONTRACTOR shall submit with its Proposal the name and address of each Sub-contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that AGENCY'S approval may be obtained as to reliability and ability to perform the work (Bidders List of Participating Firms).

In addition, proposer shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the Contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE Subcontractors whose participation the CONTRACTOR submits to meet the Contract goal; and written confirmation from the DBE that it is participating in the Contract as provided in the CONTRACTOR's commitment. (Statement of Disadvantaged Business Enterprise Participation)

AGENCY shall require that any DBEs listed by proposers for participation in the Contract be certified as eligible DBEs. AGENCY will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. Within five (5) days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.

AGENCY will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the proposer's DBE achievement.

7. CONTRACTOR Assurance: Pursuant to 49 CFR Part 26, the CONTRACTOR is required to make the following assurance in its agreement with AGENCY and to include this assurance in any agreements it makes with subcontractors in the performance of this Contract:

"The CONTRACTOR or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR or Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as AGENCY deems appropriate."

8. Prompt Payment to Subcontractors: The CONTRACTOR must pay Subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the CONTRACTOR by AGENCY. Prompt return of retainage payments from the CONTRACTOR to the Subcontractor will be made within 15 days after the Subcontractor's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with AGENCY'S prior written approval. If the CONTRACTOR determines the work of the Subcontractor to be unsatisfactory, it must notify AGENCY'S DBE Officer immediately in writing and state the reasons. Failure by the CONTRACTOR to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

9. Reports of Payment to DBE Sub-contractors: The DBE Officer will monitor the amount actually paid by the CONTRACTOR to Subcontractors, and will require the CONTRACTOR to provide monthly reports of payments to DBEs. A letter will be sent to the DBE Subcontractors to verify the dollar amount.

The amount awarded to the DBE, the amount paid to the DBE as stated by the CONTRACTOR, and the amount paid to the DBE as verified by the DBE, will be reported to the Federal Transit Administration (FTA).

10. Contract Change or Amendment: When a contract change or amendment is made, the CONTRACTOR will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.
11. Reporting DBE Participation: The CONTRACTOR is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The CONTRACTOR is not to count participation of a DBE Subcontractor until the amount being counted has been paid to the DBE.
12. Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the CONTRACTOR or its affiliate) may also be counted.

Commercially Useful Function: Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

13. DBE Replacement: The CONTRACTOR must make a good faith effort to replace a defaulting DBE Subcontractor with another certified DBE. The CONTRACTOR must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The CONTRACTOR must receive prior written approval on the substitute DBE from AGENCY. The CONTRACTOR will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

If the CONTRACTOR proposes to replace a DBE Subcontractor with a non-DBE, sufficient good faith efforts documentation must be provided. If the CONTRACTOR fails or refuses to comply in the time specified, AGENCY will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the CONTRACTOR still fails to comply, AGENCY may issue a termination for default proceeding.

14. Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the

event that the proposer does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

1.10 Buy America

The Buy America requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- B. 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.
- C. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The CONTRACTOR, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Purchasing Manager at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, the AGENCY reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, the AGENCY reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The CONTRACTOR and all Sub-contractor with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America Certificate", with the proposal.

1.11 Remedies/Sanctions for Breach of Contract

Pursuant to the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)]

1.12 Federal Prohibited Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (11)}.

1.13 Lobbying

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting

to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

1.14 Clean Air Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Clean Water Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16 Cargo Preference

The CONTRACTOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the CONTRACTOR in the case of a Sub-contractor's bill-of-lading).
- C. To include these requirements in all sub-contracts issued pursuant to this Contract.

1.17 Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.18 State Labor Provisions/ Labor Compliance/ Contract Work Hours and Safety Standards Act

1. **Prevailing Wage Rates:** Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on AGENCY-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

CONTRACTOR agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the Contract. These rates are made a part of this Contract by reference. The CONTRACTOR shall comply with Section 177.5 of the Labor Code of State of California for all apprentice-able occupations.

2. **Labor Compliance.** It is the policy of AGENCY that all CONTRACTORS and Sub- contractors engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this Contract, AGENCY shall institute a labor compliance program to monitor compliance. The .CONTRACTOR shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926. CONTRACTORS and Sub-contractors by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the CONTRACTOR to obtain and adhere to the latest edition of the statutes and regulations including, but not limited to, the following:

- A. **Apprentices** - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.

- B. Certified Payroll - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
- C. Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
- D. Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
- E. Employee Interviews - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law until compliance has been strictly effectuated. AGENCY may suspend or terminate a contract, or debar a CONTRACTOR from future contracts, for breach of the Labor Compliance Requirements.

4 Contract Work Hours and Safety Standards Act

- A. Overtime requirements - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- C. Withholding for unpaid wages and liquidated damages — AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as

may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

- D. Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1.19 Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.20 Safety and Health Regulation

The CONTRACTOR agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the CONTRACTOR agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The CONTRACTOR also agrees to include the requirements of this section in each subcontract.

1.21 Federal Energy Conservation Requirements

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

5.23 Access Requirements for Individuals with Disabilities

The Prime CONTRACTOR and all Sub-contractors on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C.A. § 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

1.24 Privacy Act

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

1.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

5.26 Drug-Free Workplace

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Certification of Drug-Free Workplace).



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: AMEND THE FISCAL YEAR 2023-24 TRANSIT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR VARIOUS PROJECTS

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2023-24 by increasing appropriations in the various accounts as detailed on Attachment A in the total amount of \$10,790,471; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Transportation Department Capital Improvement Program is funded by federal, state, and local grant awards. Appropriation of these funds will allow previously approved CIP projects to have remaining project funds re-appropriated and available in FY 2023-24 (i.e., carryover amounts). In addition, major parts of the CIP will be expanded over multiple fiscal years with some projects in the initial stages. The total amount of \$10,790,471 is a carryover from the prior year's CIP budget. Attachment "A" lists the sixteen (16) CIP projects and their funding sources, along with the specific budget amounts to be re-appropriated through the recommended action.

This carryover process will reappropriate unspent or unencumbered funds in the subsequent fiscal year (FY 2023-24) for use on previously approved CIP projects. The carryover process naturally occurs after year-end (FY 2022-23), when an accurate accounting of expenses is available for the prior year and any remaining budget can be re-appropriated.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 2

Finance and Transit staff have worked together to develop a carry-over list for FY 2023-24 (Attachment A). Each of the projects listed will continue into FY 2023-24, some have already begun and others may begin in the current fiscal year. Regardless of their current status, Transit staff has determined that the "Carry Over Budget" amount listed on Attachment A is needed in order to continue progress on each project listed.

BACKGROUND/DISCUSSION:

A part of the annual budget development process is for the City Council to adopt a CIP budget encompassing projects across all departments and functional areas. Transportation has identified \$10,790,471 in grant-funded projects that require previously approved funding to be re-appropriated in the current fiscal year. The Transportation CIP is funded using various revenue sources: Metro Local Return, State PTMISEA, Gas Tax, Measure R, Federal Transit Administration (FTA), and SB1 (State of Good Repairs Program).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council amend the Transportation Department Capital Improvement Program (CIP) budget for FY 2023-24 by increasing appropriations by \$10,790,471 across sixteen (16) different projects, to include appropriations in the various accounts as detailed in Attachment "A"; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – FY 2023-24 Transportation Capital Improvement Program Budget

NEXT STEPS:

N/A

City of Montebello
Transit Capital Program, Fiscal Year 2023-2024
October 25, 2023

Item #	Project Name	Description	GL org set	Object Code	Project #	FY 2022-2023 Carry Over Budget	Project Total
1	Tire Lease	Goodyear tire lease program for bus	270-9064-2022-200	6040.10	600.2024.01	74,420	
					FTA_TDC	\$	74,420
2	Transit Rebranding	Bus Fleet Wrap	202-922-2018	6080.40	600.2024.02	131,016	
						\$	131,016
3	Facility Surveillance & IT Upgrades	Facility Surveillance and IT Upgrades	202-922-2019	6040.10/6040.95	600.203.20	463,963	
						\$	463,963
4	Clean Fuel- Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc. fro clean fuel vehicles.	270-9045-2022-050	6080.50	600.2024.03	186,606	
						\$	186,606
5	Bus Security Equipment	Security equipment on board MBL buses: Warranty, Maintenance, and Technical Support of Surveillance System on Bus Fleet	202-922-2021	6040.95	600.600.01	253,280	
						\$	253,280
6	Citywide Bus Stop Amenity	Replace and redesign all bus stops with City's new logo amenities	270-9060-2013-063	6040.10	600.82.10	956,015	
						\$	956,015
7	Preventive Maintenance (PM)	Preventative Maintenance that prolongs the lifespan of transit assets	270-9064-2022-200	6080.50	600.900.02	2,537,881	
			202-921-2017	6080.50	600.202.18	182	
						\$	2,538,063
8	Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc.	270-9064-2022-200	6080.50	600.2023.02	307,932	
						\$	307,932
9	Operating Expenses	CRRSAA Grant- Transit Operating Expenses	600-99	4024.10	600.02.10	1,586,918	
						\$	1,586,918
10	Support Vehicle	Support Vehicle Non-Revenue Vehicle	270-9015-2015-008	6082	600.34.10	41,324	
						\$	41,324
11	PM (Admin Bldg Maintenance & Equipment)	Building Maintenance and Equipment	202-921-2018	6040.60	600.800.08	172,403	
						\$	172,403
12	Heavy Duty Support Vehicle	Heavy Duty Truck - CNG	270-9061-2017-008	6082	600.34.10	140,000	
						\$	140,000
13	ABS Solar Roofing and HVAC Project	Solar Roofing and HVAC work at the Transit Facility by Alliance Building Solutions, Inc.(ABS)	202-921-2022	6040.10	600.2023.07	79,464	
			202-922-2022	6040.10	600.2023.07	570,527	
			202-921-2023	6040.10	600.2023.07	450,129	
			270-9025	6040.10	600.2023.07	1,520,522	
						\$	2,620,642
14	Purchase of Fuel Cell Electric Battery (FCEB) Buses	Purchase of Fuel Cell Electric Battery (FCEB) Buses funded by STA capital reserve	270-9026	6082	600.2024.04	334,347	
						\$	334,347
15	Purchase of six (6)Fuel Cell Electric Battery (FCEB) Buses	20% match for six (6) FCEB buses to be purchased and funded by FTA grant# 2023-202 (80%) approved in September 2023	202-922-2023	6082	600.2024.04	979,191	
						\$	979,191
16	Purchase of 2 Cutaway Buses	Purchase of 2 Cutaway Buses funded by LCTOP	270-9002-2017	6040.10	600.46.10	4,351	
						\$	4,351
Totals						\$ 10,790,471	\$ 10,790,471



ITEM # 14

**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 ISSUING A REQUEST FOR PROPOSALS FOR AN ART ADVISORY CONSULTANT TO SUPPORT AND FACILITATE THE ART IN PUBLIC PLACES PROGRAM AND PERFORM ADDITIONAL RELATED AS-NEEDED SERVICES

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing a Request for Proposals ("RFP") for an Art Advisory Consultant to Support and Facilitate the Art in Public Places Program and Perform Related As-Needed Services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no significant expenses associated with approving and circulating the Request for Proposals (RFP). The City Council is not obligated to approve a contract by soliciting proposals. Actual project costs will be determined through the consultant selection process and a budget amendment will be recommended if needed at the time of awarding the contract.

BACKGROUND/DISCUSSION:

The City Council established the Art in Public Places Program (the "Program") with the intent of facilitating the creative installation of high-quality art in the City that will foster the community's aesthetic enjoyment, City pride, and enhance the value of local developments and public spaces. The Program is intended to provide a collection of aesthetically pleasing artwork throughout the City for public benefit. The Program will

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 4

create a funding mechanism, establish an approval process, and set guidelines for public artwork. This Program will generally apply to the following:

- For commercial, industrial, and manufacturing projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a 0.5% impact fee.
- For residential projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs for all projects, including mixed-use projects, with 50 or more proposed dwelling units; 100% affordable housing developments receiving City, State, or Federal financial assistance shall be exempt from this policy.

For development projects that are subject to the Program, the project applicant may either:

1. Acquire and install artwork in a public place on or in the vicinity of the project site. The cost or value of the artwork shall be an amount equal to or greater than 1% of the project cost; or
2. Pay an in-lieu fee equal to or greater than the cost of value of the artwork that would have been required otherwise; and
3. If the art installation is on private property, the art installation must be accessible to the general public during normal business hours of the private business or property.

The Ordinance establishes a process where the proposed artwork would be evaluated by the Art in Public Places Art Advisory Consultant ("the Art Consultant") followed by a recommendation to the Director of Planning and Community Development for further review. Subsequently, the Director would issue a formal Director's Determination based on findings of fact as well as the recommendation from the Art Consultant. The main role of the Art Advisory Consultant would be to ensure compliance with the established criteria contained in the Program and provide a mechanism where the proposed artwork is reviewed in advance to provide a recommendation to the Director. The Art Consultant would review all applications and make recommendations to the Department Director.

Therefore, through the RFP process, artists, art-related professionals/consultants, and art/design firms or non-profits are invited to submit a proposal for consideration. The RFP (see Attachment A) will be circulated from November 6, 2023 through December 7, 2023. Staff will screen the proposals and present the City Council with a recommended selectee. The action to release an RFP soliciting proposals is exempt under the California Environmental Quality Act ("CEQA"); however, there may be activities in the future that require an adequate level of environmental review in accordance with CEQA.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 4

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:

The purpose of this RFP is to solicit and select proposals from highly qualified artists, art-related professionals/consultants, and art/design firms or non-profits to support and facilitate the Program for the City of Montebello. Recommendations will be based on a scoring criteria including completeness of proposals, experience, qualifications, past performance and cost. The selected entity will be expected to implement the following scope of work:

1. Work with Planning and Community Development staff to refine the Art in Public Places guidelines and draft an implementable application form for program applicants to use at time of project application submission to the city.
2. Work with the Director of Planning and Community Development to review proposed artwork and make recommendations with findings for consideration in the approval process outlined in the Program.
3. Develop a master schedule for when the Art Advisory Consultant will be available to review, analyze, and prepare recommendations pertaining to the Art in the Public Places project applications.
4. Develop a comprehensive database of local and regional artists and art-related organizations to enhance the community engagement capacity of the City related to art and cultural activities and programs.
5. Work with staff from the Planning and Community Development Department and the Department of Finance to develop an annual summary of program achievements and budgetary impacts and benefits to the City.
6. Work with Planning and Community Development Department staff to identify funding sources to further support the programmatic infrastructure of the Program and related arts and culture community development activities and programs.

As previously mentioned, it is anticipated that the RFP will be circulated beginning November 6, 2023. After completion of the circulation period, staff will be prepared to recommend a consultant for City Council consideration by February 2024. Therefore, it is recommended that the City Council authorize issuing a RFP. The anticipated timeline of the RFP process is as follows:

ACTION	DATE/TIMEFRAME
Circulation of the RFP	November 6, 2023-December 7, 2023
Deadline for Submission	December 14, 2023 - No later than 5:00 p.m.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 4 of 4

Interviews Begin	Week of January 8, 2024
Council award of contract	Anticipated February 2024

SUMMARY:

On September 13, 2023, the City of Montebello passed an Art in Public Places Ordinance with the intent of facilitating the creative installation of high-quality art in the city that will foster the community's aesthetic enjoyment, city pride, and enhance the value of local developments and public spaces. The Program will create a funding mechanism, establish an approval process, and set guidelines for public artwork. The Ordinance establishes a process where the proposed artwork will be evaluated by the Art in Public Places Art Advisory Consultant ("the Art Consultant"). Final decisions regarding proposed artwork will be rendered by the Director of Planning and Community Development in the form of a Director's Determination based on findings of fact and a recommendation from the Art Advisory Consultant. The purpose of this RFP is to solicit and select proposals from highly qualified artists, art-related professionals/consultants, and art/design firms or non-profits to support and facilitate the Program for the City of Montebello.

ATTACHMENT(S)

1. Attachment A - ART IN PUBLIC PLACES ART CONSULTANT RFP

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 -

Art Advisory Consultant to Support and Facilitate the
Art in Public Places Program & Perform Additional
Related As-Needed Services for City of Montebello

Release Date: TBD
Due Date: TBD

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Firms or Non-Profits to submit a proposal under this Request for Proposals (RFP). Responses to this solicitation will be evaluated to determine qualifications. Submissions must adhere to the format and content described. Proposals will only be evaluated if all requested information is submitted in a complete package. 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.

THE DATE OF SOLICITATION

TBD

THE PROJECT

Art Advisory Consultant to Support and Facilitate the Art in Public Places Program and Perform Additional Related As-Needed Services

OWNER/PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development

1600 West Beverly Boulevard

Montebello, CA 90640

Attn: Joseph A. Palombi, Director of Planning/Community Development

Contact Phone: (323) 887-1200 ext. 493

Contact E-Mail: jpalombi@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by TBD. Prospective vendors 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>

Table of Contents	Page
1.0 Notice Inviting Proposals	4
2.0 Introduction/About the City of Montebello	5
3.0 Timeline	6
4.0 Purpose	6
5.0 Scope of Work	6
6.0 Proposal Submittal	7
7.0 Evaluation of Proposal	7
8.0 Proposal Protests	8
9.0 Execution of Agreement	10
10.0 Insurance	10
11.0 Non-Commitment of City	12
12.0 Labor Requirements	12
13.0 Records	12
14.0 Subcontractors	12
15.0 Modifications/Changes	12
16.0 Disclosure of Information	13
17.0 City of Montebello Rights	14

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

1.0 Notice Inviting Proposals

The City of Montebello ("City") is seeking proposals from qualified artists, art-related professionals/consultants, and art/design firms or non-profits to support and facilitate the City's Art in Public Places Program Compliance and perform additional services as needed. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. TBD. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

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

Prospective bidders must register their business with PlanetBids before being able to view or submit a response.

Questions must be submitted by **TBD**.

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

Responses must be submitted via PlanetBids by TBD

Responses to this request will be evaluated to determine the respondent 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

On September 13, 2023, the City of Montebello passed an Art in Public Places Ordinance (Ordinance No. 2465 or the “Ordinance”) with the intent of facilitating the creative installation of high-quality art in the city that will foster the community’s aesthetic enjoyment, city pride, and enhance the value of local developments and public spaces. The purpose of the Art in Public Places Program is to provide a collection of aesthetically pleasing artwork throughout the City for public benefit. The program will create a funding mechanism, establish an approval process, and set guidelines for public artwork. This program will generally apply to the following:

- For commercial, industrial, and manufacturing projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a .5% impact fee.
- For residential projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs for all projects, including mixed-use projects, with 50 or more proposed dwelling units; 100% affordable housing developments receiving City, State, or Federal financial assistance shall be exempt from this policy.

For development projects that are subject to the Art in Public Places Program, the project applicant may either:

1. Acquire and install artwork in a public place on or in the vicinity of the project site. The cost or value of the artwork shall be an amount equal to or greater than 1% of the project cost; or
2. Pay an in-lieu fee equal to or greater than the cost or value of the artwork that would have been required otherwise; and
3. If the art installation is on private property, the art installation must be accessible to the general public during normal business hours of the private business or property.

The Ordinance has established a process where the proposed artwork would be evaluated by the Art in Public Places Advisory Consultant (“the Art Consultant”) followed by a recommendation to the Director of Planning and Community Development. Subsequently, the Director would issue a formal Director’s Determination based on findings of fact as well as the recommendation from the Art in Public Places Advisory Consultant. The main role of the Art Consultant would be to ensure compliance with the established criteria contained in the Art in Public Places Program and provide a

mechanism where the proposed artwork is reviewed in advance to provide a recommendation to the Director. The Art Consultant would be selected by the City Council to review all applications and make recommendations to the Department Director. Final decisions regarding proposed artwork will be rendered by the Director of Planning and Community Development in the form of a Director's Determination based on findings of fact and a recommendation from the Art Consultant.

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 480 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|--------------------|
| • Release RFP | TBD |
| • Online Q&A Deadline | TBD |
| • Deadline to Submit Responses | TBD |
| • City Review of Submissions | TBD |
| • Interviews with Consultants | TBD (If Necessary) |
| • Notifications Sent to Vendors | TBD |
| • Award | TBD |

4.0 Purpose

The purpose of this "RFP" is to solicit proposals from highly qualified artists, art-related professionals/consultants, and art/design firms or non-profits to support the city's Art in Public Places Program Compliance and perform additional services related to the City's Art in Public Places Program as needed.

5.0 Scope of Work/Services

The purpose of the Request for Proposals is to solicit proposals from highly qualified artists, art-related professionals/consultants, and art/design firms or non-profits to support the City's Art in Public Places Program Compliance and perform additional services as needed. The City of Montebello is interested in fully implementing the Art in Public Places Program to facilitate a collection of aesthetically pleasing artwork throughout the City for public benefit resulting from future project development opportunities. The project scope includes the following specific tasks:

1. **Work with Planning and Community Development staff to refine the Art in Public Places guidelines and draft an implementable application form for program applicants to use at time of project application submission to the city.**
2. **Work with the Director of Planning and Community Development to review proposed artwork and make recommendations with findings for consideration in the approval process outlined in the Art in Public Places Program.**
3. **Develop a master schedule for when the Art Consultant will be available to review, analyze, and prepare recommendations pertaining to the Art in the Public Places project applications.**
4. **Develop a comprehensive database of local and regional artists and art-related organizations to enhance the community engagement capacity of the City related to art and cultural activities and programs.**
5. **Work with staff from the Planning and Community Development Department and the Department of Finance to develop an annual summary of program achievements and budgetary impacts and benefits to the City.**
6. **Work with Planning and Community Development staff to identify funding sources to further support the programmatic infrastructure of the Art in Public Places program and any related arts and culture community development activities and programs.**

To the extent a proposer believes there are additional tasks necessary to support the compliance element of the program, they should be included in the proposal with justification and support as to why it is being recommended.

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. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Department of Community Development and Planning 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:

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline, artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profits will be evaluated and the best-qualified artist(s), art-related professional/consultant(s), and art/design firm(s) or non-profits will be invited to participate in an interview.
2. Selection Criteria: The City will select an artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profits to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profit that is deemed most qualified with demonstrated experience in advancing municipal art-related public art programs as outlined in this request, including, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
 - b. Experience: The artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profit will provide information on knowledge of preparing and implementing such a review and analysis in accordance with applicable rules, and guidelines related to municipal art-related public art programs.
 - c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
 - d. Performance: The artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profit must demonstrate the ability to produce a timely and high-quality product.
 - e. Insurance Requirements: Proposals should include a statement demonstrating Firm's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (Attachment A)
3. Interviews: Selected candidates may be invited for an interview (optional). City staff will confirm dates/times via e-mail or formal communication/letter.
4. Approval and Execution: Upon identification of a preferred artist(s), art-related professional/consultant(s), or art/design firm(s) or non-profit, a professional services agreement in substantially the same form as Appendix B – Professional Services Agreement Sample will be presented to the City Council for consideration and execution by the City Manager or designee.

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 the proposal opening. The most common types of protest that might be filed before a proposal opening would 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@cityofmontebello.com

B. The protest must contain the factual and legal reason(s) for the protest 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 response will be provided by the Director of Recreation and will 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 make the final determination regarding 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 B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant/Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

10.0 Insurance

The Consultant/Vendor 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

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

i. 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.

ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will be not be cancelled 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).

iii. **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.

Vendors/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 Non-Commitment of City

While the City has every intention to select a consultant/Vendor 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.

12.0 Labor Requirements

A. Background: All personnel engaged in the performance of this work shall be

employees of the Firm 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 Firm shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Firm allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Firm 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.

13.0 Records

The Firm agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Firm to audit any performance aspect under this agreement.

14.0 Subcontractors

The Firm 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. Any and all subcontractors used on this work shall be under the direct supervision of the Firm 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.

15.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the term of the agreement. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Firm. These changes will be processed through the City Manager.

16.0 Disclosure of Information

A. The Firm 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 to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Firm shall be used exclusively in connection with the performance of services.

B. The Firm shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Firm hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

17.0 City of Montebello Rights

In 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 Firm, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

iii. The Firm 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 permitted by law.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample



ITEM # 15

**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 NOS. 23-76 AND 23-77 APPROVING THE JOB SPECIFICATION AND SALARY RANGE FOR THE FULL-TIME EQUIVALENT CLASSIFICATION OF ELECTRICIAN AND PLUMBER**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-76 approving the job specification for the full-time equivalent (FTE) classification of Electrician and Plumber; and
2. Adopt Resolution No. 23-77 approving the compensation plan to include the salary range for both the FTE classification of Electrician and Plumber (Range 27: \$63,242 – \$78,980); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The adopted operating budget for Fiscal Year (FY) 2023-24 includes funding for both FTE classifications. The amount of funding in the FY 2023-24 budget was developed in consultation with the Public Works Department during the budget development process. Staff will monitor the budget allotted for these positions throughout the remainder of the fiscal year and adjust as needed, considering that these positions will likely be filled in 2024 if this item is approved.

BACKGROUND/DISCUSSION:

On June 8, 2022, the City Council approved the operating budget, and the Table of Organization and job classifications for FY 2022-23 (Resolution Nos. 22-43 and 22-44), to include both FTE classifications of Electrician and Plumber. The FY 2022-23 budget placed a greater focus on the Public Works Department to improve and enhance this

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 2

essential department. These trade positions will help the department professionalize a range of services that will complement the City's current use of third-party contracted services in these areas. Similar to the hybrid approach the City uses for information technology "help desk" services, having a combination of in-house and contracted staff will improve the response to facility needs and the overall maintenance of City facilities. Human Resources and Public Works staff collaborated to establish a job specification for both FTE classifications. In addition, staff partnered with Public Sector Personnel Consultants (PSPC), a human resources consultant specializing in position classification and compensation studies for public employers, to identify recommended salary ranges. PSPC established a current market of comparable cities and recommended a competitive salary range for both classifications. Due to the reinstatement of the Civil Service Commission (CSC) these two positions are required to be presented to approve new job specifications.

On August 22, 2023, staff presented both job specifications to the Civil Service Commission (CSC) for approval to be recommended for adoption by the City Council. The CSC reviewed both job specifications and recommended revisions that updated the language for the education and experience section for both FTE classifications. Subsequently, the CSC motioned to table the item to the next regularly scheduled CSC meeting. On September 26, 2023, the CSC approved both job specifications, which included the updated language, to be recommended for adoption by the City Council.

ENVIRONMENTAL:

There is no environmental impact.

ANALYSIS:

It is recommended that the City Council adopt Resolution Nos. 23-76 and 23-77 to add these positions to the Table of Organization to initiate the recruitment process.

SUMMARY:

Staff recommends that the City Council consider adopting Resolution No. 23-76 (see Attachment A), approving the job specification for Electrician and Plumber; adopt Resolution No. 23-77 (see Attachment B), approving the compensation plan to include the salary range for both Electrician and Plumber (Range 27: \$63,242 – \$78,980); and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A -- Resolution No. 23-76
2. Attachment B -- Resolution No. 23-77

NEXT STEPS:

N/A

RESOLUTION NO. 23-77

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO AMENDING
THE TABLE OF ORGANIZATION, AND THE CITY OF MONTEBELLO
CLASSIFICATION PLAN**

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

SECTION 1. That the Table of Organization is hereby amended to add the following classification:

POSITION	DEPARTMENT	NUMBER OF POSITIONS	SALARY RANGE
Plumber	Public Works	1	²⁷ \$63,242 – \$78,980

SECTION 2. That the Table of Organization is hereby amended to add the following classification:

POSITION	DEPARTMENT	NUMBER OF POSITIONS	SALARY RANGE
Electrician	Public Works	1	²⁷ \$63,242 – \$78,980

SECTION 3. That the Classification Plan is hereby amended to add the following job description (Exhibit A):

PLUMBER

SECTION 4. That the Classification Plan is hereby amended to add the following job description (Exhibit B):

ELECTRICIAN

SECTION 5. 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 25th day of October, 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) 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. 23-76 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 25th day of October, 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 1
- EXHIBIT 2

EXHIBIT A

CITY OF MONTEBELLO

PLUMBER

DEFINITION

Under general supervision, perform a variety of skilled tasks in the maintenance, repair and/or cleaning of plumbing and irrigation systems.

CLASS CHARACTERISTICS

This is an entry/journey-level position that will work independently for most of the time. However, this position may supervise and oversee the work of staff within the City's Building Maintenance Division.

EXAMPLES OF DUTIES

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

- Independently, or as a member of a crew, perform a variety of semi-skilled work in the installation, repair and maintenance of the City plumbing system.
- Performs plumbing duties in connection with a wide variety of building alterations, maintenance and repair projects.
- Installs, alters, replaces and repairs plumbing, such as water, sewage and drainage systems.
- Installs, alters and repairs valves, fittings and other plumbing parts and equipment, including items as sinks, sprinkler heads, hydrants and service pipes.
- Checks plumbing fixtures for leaks and other defects; opens and cleans clogged drains, pipes and traps.
- Operate heavy construction equipment in routine situations, including backhoes, loaders, dump trucks and trenchers.
- Use light equipment such as concrete saws, tappers, compactors and jackhammers, as well as a variety of tools.
- Maintain simple working records and reports.
- Respond to emergency calls.
- Perform various related duties as required.

QUALIFICATIONS

Education and Experience:

High school diploma or G.E.D equivalent, and two years' journey-level experience performing general maintenance and plumbing work, or any equivalent combination of training and experience, and trade related course work from an accredited institution which provides the required skills, knowledge, and abilities.

Licenses and Certifications:

- A valid Class "C" California driver's license.
- Travel to locations throughout the City may be required.
- Prior to employment, all successful candidates will be required to pass an asbestos medical examination in compliance with the General Industry Safety Orders, Section 5208, Title 8 of the California Administrative Code.
- State of California certification as a Plumber, C-36 license is highly desirable.

EMPLOYMENT STANDARDS

Knowledge of:

- Utilization and care of general construction and maintenance tools and equipment as used in the assigned area of work.
- Methods, techniques and procedures related to parks, buildings or street maintenance or water system operations and maintenance.
- Hazards associated with work and proper safety precautions.
- Purposes, uses and care of a variety of vehicle, equipment, power tools and hand tools, including motorized and hydraulic equipment.
- Techniques and methods of irrigation system installation and maintenance and basic practices and procedures of plumbing work.

Ability to:

- Read, interpret, and work from wiring diagrams, schematic sketches, drawings, and blueprints.
- Safely operate tools and machines of the plumbing trade.
- Safely lift heavy tools and materials.
- Safely work under buildings or in restricted spaces.
- Keep accurate records.
- Work effectively and cooperatively with City staff and outside contractors.
- Follow oral and written instructions.
- Effectively utilize computer systems and software applicable to the plumbing trade.
- Learn the characteristics of new systems and equipment of the plumbing trade and update skills to adapt to changing technology.
- Learn general and specialized software applications.

PHYSICAL DEMANDS

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry, and push tools, equipment, and supplies weighing 50 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes or airborne particles, and the incumbents may be exposed to mechanical and electrical hazards.

RESOLUTION NO. 23-77

Page 5 of 8

The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and often work with constant interruptions. The incumbent may be required to respond to afterhours emergency call-outs and perform routine standby duties.

ENVIRONMENTAL ELEMENTS

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

CITY OF MONTEBELLO

ELECTRICIAN

DEFINITION

Under general supervision, performs skilled journey-level electrical work in the installation, maintenance, alteration, and repair of a variety of electrical systems and equipment related to light, heat, communications, and power; and performs related work as required.

CLASS CHARACTERISTICS

This is a journey-level position that will work independently for most of the time. However, this position may supervise and oversee the work of staff within the City's Building Maintenance Division.

EXAMPLES OF DUTIES

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

- Lays out, assembles, installs, tests, maintains, and repairs such electrical fixtures and apparatus such as conduits, meters, panels, control boards, lights, fans, heaters, fire alarms, bell and buzzer systems, field lighting systems, clock systems, telephone systems, switch gear, and wall, floor, and ceiling receptacles.
- Installs interior and exterior wiring for equipment and appliances; installs wires and cables in conduits; installs data cable and security systems; installs, performs electrical work such as rewiring or replacement of lamps on lighting poles at athletic fields, parking lots and other City facilities.
- Performs maintenance on high voltage systems; reviews plans, blueprints, and specifications for electrical projects to understand scope of project and attends to trouble calls for emergency repairs to electrical systems and equipment.
- Safely operates hand and power tools and equipment used in the electrical trade; maintains electrical hand and power tools and equipment to ensure their safe and efficient operation and maintains shop area and supplies in a safe, clean, and orderly condition.
- Assist in planning and developing modifications to existing electrical systems.
- Assist in the inspection of electrical work based on the city's need and or projects that are performed by outside contractors; inspect facilities for maintenance and safety problems related to electrical systems and equipment.
- Assist in developing specifications, diagrams, and blueprints related to electrical work; assist in estimating job costs, preparing material lists and job records, and maintaining an inventory of supplies and tools for assigned projects and provide work direction to assigned staff.
- Perform various related duties as required.

QUALIFICATIONS

Education and Experience:

High school diploma or G.E.D equivalent, and two years' journey-level experience performing general maintenance and/or electric work, or any equivalent combination of training and experience, ~~or~~ and trade related course work from an accredited institution which provides the required skills, knowledge, and abilities.

Licenses and Certifications:

- A valid Class "C" California driver's license.
- Travel to locations throughout the city may be required.
- Prior to employment, all successful candidates will be required to pass an asbestos medical examination in compliance with the General Industry Safety Orders, Section 5208, Title 8 of the California Administrative Code.
- State of California certification as a General Electrician C-10 license is highly desirable.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic solid-state circuitry related to electrical fixtures and apparatus.
- The electrical operations of motor controls, machine shop equipment, traffic control equipment, and electric vehicles.
- Current practices, materials, hand and power tools, and equipment used in the electrical trade.
- Design, installation, and maintenance of electrical systems and equipment, including fire alarms.
- Troubleshooting techniques used in detecting malfunctions of electrical systems and equipment.
- Federal, state, and local electrical codes, regulations, administrative orders, and ordinances.
- Pertinent safety orders issued by the Division of Industrial Safety and safety practices pertaining to work on up to 600 volts electrical systems.
- Modern commercial and industrial building construction.
- Harmful effects of hazardous or toxic materials, and the protection and safeguards required when working with or controlling such materials.
- Basic recordkeeping procedures.
- Capabilities of computer applications, systems and hardware used in the electrical trade.

Ability to:

- Lay out, assemble, install, test, analyze malfunctions of, and repair electrical fixtures, apparatus, control equipment, wire communications, and light and power systems for buildings.
- Read, interpret, and work from wiring diagrams, schematic sketches, drawings, and blueprints.
- Safely operate tools and machines of the electrical trade.
- Safely lift heavy tools and materials.
- Safely work at heights on ladders, scaffolds, or field poles.
- Safely work under buildings or in restricted spaces.
- Keep accurate records.
- Work effectively and cooperatively with City staff and outside contractors.
- Follow oral and written instructions.
- Effectively utilize computer systems and software applicable to the electrical trade.
- Learn the characteristics of new systems and equipment of the electrical trade and update skills to adapt to changing technology.
- Learn general and specialized software applications.

PHYSICAL DEMANDS

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

ENVIRONMENTAL ELEMENTS

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

RESOLUTION NO. 23-77

**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

ATTACHMENT B

Electrician	27	\$63,242	\$78,980
Engineering Technician	22	\$55,896	\$69,807
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
Plumber	27	\$63,242	\$78,980
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	77	\$217,369	\$274,464
Assistant Director of Finance	56	\$129,418	\$161,626
Assistant Director of Fire	54	\$123,182	\$153,838

ATTACHMENT B

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
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

ATTACHMENT B

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
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

ATTACHMENT B

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

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

ATTACHMENT B

Senior Project Manager		63.87	77.66
Transportation Revenue Coordinator		15.93	20.22
Transportation Specialist		15.50	24.45

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 25th day of October, 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. 23-76 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 25th day of October, 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 # 16

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: **APPROVE AGREEMENT NO. 4158 WITH FLO-SERVICE, INC. FOR MAINTENANCE AND REPAIRS FOR THE SEWER LIFT STATION AT 348 E. LINCOLN AVENUE**

DATE: October 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No.4158 with Flo-Services for repairs for the Sewer Lift station at 348 E. Lincoln Avenue at Sanchez Drive in the total amount of \$235,432 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(D); and,
2. Approve issuing a purchase order to A-n-W Construction for sidewalk repairs in the amount of \$10,818; and
3. 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
4. Authorize issuing a request for Proposals (RFP) for the maintenance, operation, and repairs of the four (4) sewage pump stations at Lincoln Avenue at Rancho Drive, Natasha Lane cul-de-sac, Lincoln Avenue at Sanchez Drive, and Grant Rea Park; and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The required major 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 the 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,

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 2 of 4

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 this source of funding.

BACKGROUND/DISCUSSION:

On November 9, 2017, the city entered into Agreement No. 3316 with Flo-services for annual maintenance services of four (4) sewer pump stations located at:

1. Lincoln Avenue at Rancho Drive
2. Natasha Lane cul-de-sac
3. Lincoln Avenue at Sanchez Drive
4. Grant Rea Park

The scope of work consisted of quarterly inspection and testing of equipment and minor repairs. Major repairs, replacement of equipment, and emergency repairs are additional services per the terms of agreement No. 3316. The agreement No. 3316 with Flo-services ended on November 9, 2022.

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 power pole (#712841H) located at 348 E. Lincoln Ave. and damaged the Sewer Lift station control panel, electrical equipment, pump base, and volute.

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). 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.

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 has previously used.

City Staff filed an insurance claim for the Lincoln Lift Station Land and is currently awaiting the final review of the claim.

The unanticipated and significant repair services are required to keep the lift stations operating. Staff is seeking approval to issue a Request for Proposals (RFP) for sewer maintenance and related services. However, given the nature of the repairs needed to the Lincoln Avenue lift station, Staff is seeking authority to enter into a limited scope of

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 3 of 4

work agreement with Flo-Services for one (1) year term (Attachment A). Montebello Municipal Code Section 3.20.050(D) allows an exception to normal procurement services:

“when the City Council by a fourth-fifths vote determines to dispense with such bidding ...upon finding ...that it would be impractical, useless or uneconomical in such an instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same.”

The repairs required at the Lincoln Avenue lift station are separate from the on-call agreement for minor and routine repairs and would promote the welfare of the public, especially those in the neighborhood serviced by the Lincoln Avenue sewer lift station. The limited scope of services that Flo-Services would be performing as authorized under Municipal Code Section 3.20.050(D) would be:

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

Staff is recommending a limited scope of work agreement with Flo-Services for a duration of one (1) year for the work that needs to be performed at the Sewer Lift Station at N. 348 Lincoln Avenue. At the same time, Staff will start gathering the information necessary to issue an RFP for the maintenance, operation, and repairs of the four (4) sewage pump

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 25, 2023

Page 4 of 4

stations at Lincoln Avenue at Rancho Drive, Natasha Lane cul-de-sac, Lincoln Avenue at Sanchez Drive, and Grant Rea Park in order to award a multi-year agreement with a competitively chosen contractor.

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 a limited scope of work agreement with Flo-services for the emergency repairs for the Sewer Lift Station at 348 N. Lincoln Ave. in the amount of \$250,000 under the authority of Municipal Code Section 3.20.050(D). 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).

ATTACHMENT(S)

1. Attachment A- Agreement No.4158_Flo-Services
2. Attachment B_A-n-W Construction, Inc.
3. Attachment C- Lift Station RFP-23-XX

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4158 WITH FLO-SERVICES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 25, 2023** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Flo-Services, Inc. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide emergency repair services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Proposal for labor and materials to replace the damaged sewer Lift Station at 348 E. Lincoln Avenue at Sanchez Drive in the City of Montebello (August 14, 2023) ("Proposal"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide for a turnkey design-build Sewer Lift Station as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Proposal attached hereto as **Exhibit "A"** 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 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement will not be extended.

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 2 of 11

SECTION 3. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.
- b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 3 of 11

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactorily 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 8. EMPLOYMENT OF CITY EMPLOYEES.

No employee of the CITY shall be employed by the CONSULTANT during the

term of this Agreement.

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

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

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY,

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 5 of 11

including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 6 of 11

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

The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or

eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 8 of 11

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 9 of 11

under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

If to CITY:	City of Montebello Attn: Arlene Salazar, Acting City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Department of Public Works Attn: Rita Montalvo 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 -1200 ext. 469 rmontalvo@montebellocal.gov
If to Consultant:	Flo-Services, Inc. Attn: John Krukowski 3010 Floyd Street Burbank, CA 91504-2599 (818) 847-2188

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 10 of 11

shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4158

Page 11 of 11

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

Flo-Services, Inc.

Arlene Salazar, Acting City Manager

John Krukowski, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit "A" – Flo-Services, Inc. Proposal

Exhibit “A”
Flo-Services, Inc. Proposal



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

Proposal #23-051

Page 3 of 7

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

Page 5 of 7

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

Submitted: FLO-SERVICES, INC

By: _____

By: _____

By: John Krukowski

Date: _____
CONTRACTORS LICENSE NO. 988492

Date: _____

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



CITY OF MONTEBELLO
CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS/SEALED BIDS

SEWER LIFT STATION MAINTENANCE SERVICES AND
RELATED EQUIPMENT

RFP NO. xx

TO PROPOSECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

November xx, 2023

THE PROJECT:

Project Name: Sewer Lift Station Maintenance Services Related Equipment
City of Montebello — Specified Areas

Location:

THE PROPOSAL CONTACT NAME:

Name: City of Montebello 1600
Address: W. Beverly Blvd.,
Montebello, CA 90604
Contact: Contact Rita Montalvo, Acting Director of Public Works
Phone: Contact (323) 887-1200 x 469
E-Mail: rmontalvo@montebellocal.gov

REQUEST FOR PROPOSALS
SEWER LIFT STATION MAINTENANCE SERVICES AND RELATED EQUIPMENT

RFP No. XX

Table of Contents

No.		<u>Page</u>
1.	Notice Inviting Sealed Bids	4
II.	Scope of Work	5
III.	Required information and Format of Proposals	12-16

**NOTICE INVITING SEALED BIDS
SEWER LIFT STATION MAINTENANCE SERVICES
AND RELATED EQUIPMENT**

RFPNO.XX

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals/sealed bids for the above stated project. Proposals/bids can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) or to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Thursday, November XX, 2023.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640 and on PlanetBids Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

The contact person for this RFP is Rita Motnalvo, Acting Director of Public Works at (323) 887- 1200 or to email address shown on Page 2 of the Request for Proposals.

SEWER LIFF STATION MAINTENANCE SERVICES AND RELATED EQUIPMENT

SCOPE OF WORK — The City of Montebello, herein after referred to as "City" desires a contractor to provide the following services:

Furnish all labor, tools, materials, appliances, and equipment for sewer lift station maintenance and related equipment maintenance services requested by the City. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these specifications shall be performed by the contractor upon written notice from, and at the expense of, the City of Montebello.

SITE LOCATIONS:

Location 1 - There are four (4) sewer lift stations included in this contract in this area:

1. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/Controls)
2. Lincoln Avenue and Sanchez Drive - 348 E. Lincoln Av (Duplex Pump w/Controls)
3. Grant Rey Park — 700 N. Rea Dr, (Duplex Pump w/Controls)
4. Natasha Lane cul-de-sac

Scope of Services by Contractor:

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Negger to Ground, Megger Between Windings and Grease motors if required.

PUPIPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings, if required & Exercise Pump Isolation Valves

SUMP PUNP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris
Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open Test
Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect For Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs

- Test operation of all circuit breaker operators
- Check power supply voltage
- Test induction relays
- Test ground fault receptacles
- Test heater Block
- Running time meters working

- AI indicator lights working

- Proper connection of motor cables

- Check Voltage to Notor

- Check Motor Amperage

- Test pressure switch, manometer, float switches setting & adjust if necessary

- Test air pumps

- Inspect Relay and Starter Contacts Test

- Automatic Operation of Controls Clean

- Inside Control Panel

EMERGENCY CALL/RESPONSE - One (1) annual emergency call/response to stations, due to any type of malfunction at the stations or related equipment.

Location 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

Scope of Services by Contractor:

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUF4PS — Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings if required & Exercise Pump Isolation Valves

SUI'4P PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - BubbTer Tube and/or Ultrasonic Transducer secure to Wall Float Switches Secure & Not Excessively Coated w/Debris Visually Inspect Wetwell for Deficiencies

**DRY PIT - Check Pump and Notor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open**

Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect For Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs
Test operation of all circuit breaker operators
Check power supply voltage
Test induction relays
Test ground fault receptacles
Test heater Block
Running time meters working

All indicator lights working
Proper connection of motor cables
Check Voltage to Notor
Check Motor Amperage
Test pressure switch, manometer, float switches setting 6
adjust if necessary
Test air pumps
Inspect Relay and Starter Contacts
Test Automatic Operation of Controls
Clean Inside Control Panel

Location 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Scopa of' Services by Contractor: Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

NOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Negger Between Windings and Grease motors if required.

PUMPS- Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings, if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall Float Switches Secure & Not Excessively Coated w/Debris Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation

Check for. Correct Pump Rotation
Visually Inspect For Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs
Test operation of all circuit breaker operators
Check power supply voltage
Test induction relays
Test ground receptacles
Test heater Block
Running time meters working

All indicator lights working
Proper connection of motor cables
Check Voltage to Motor
Check Motor Amperage
Test pressure switch, manometer, float switches setting &
adjust if necessary
Test air pumps
Inspect Relay and Starter Contacts
Test Automatic Operation of Controls
Clean Inside Control Panel

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RF-P.

1. Letter of Introduction
 - a. Provide a letter of introduction signed by a Principal or Senior Officer of the firm.
 - b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
 - c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise maintenance services.
2. Firm Information and Qualifications
 - a. Number of years firm has been in business
 - b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state *registrations* and/or certifications relevant to the type of maintenance services proposed to be provided.
 - c. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.

3. References (See Exhibit "C")
 - a. Provide a list of at least 5 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.
4. Firm's name or Team's Capabilities and Abilities; Review Times.
 - a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.
5. Professional Services Fees
 - a. Utilize the attached Itemized Cost Form to provide a proposed schedule of total fees for the components of the scope for which you are submitting on a Not-to-Exceed basis, include a listing of any additional direct reimbursable costs.
6. Customer Service - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.
7. Standard Consulting Agreement - Include a statement regarding whether the City's standard consultant agreement is acceptable as is or whether any modification would be proposed.
8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional Landscape services in a qualified, efficient, and cost-effective manner. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services,

2. Projected Annual Cost on a Quarterly Rate not to exceed basis, to perform the required services as stated in the Scope of Work.
3. Oral and written communication abilities.
4. References.
5. Responsiveness to Scope of Work.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, *from* one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

Questions during the solicitation period shall be submitted through Planet Bids or by email, and may be addressed to:

City of Montebello
Department of Public Works

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected consultant(s) will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the consultant. The City Administrator is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Consultant and City.

During the term of the contract, the Consultant will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Consultant or in any way affect the performance of the landscape maintenance services.

The City's standard professional consulting agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

SUBMITTAL REQUIREMEN

Proposals will be received through 11:00 A.LI. on October 19, 2017. If submitting through Planet Bids, only one electronic copy is required. If submitting via US Mail, DeliVery Services or Delivery, please submit three (3) copies of your proposal addressed to the attention of:

City of Montebello
City Clerk's Office
Attention: Public Works Department
1600 W. Beverly Blvd.
Montebello, CA 90640

All proposals must either be 1) on paper, mailed or delivered to the City of Montebello Or 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There no fees to register and bid on this Request For Proposals.



ITEM # 17

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-75 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED OCTOBER 25, 2023**

RESOLUTION NO. 23-75
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.1561, consisting of 8 pages, and including:
Warrant No.

General: Check No. 601263 through 601399
ACH No. 5015 through 5087
Successor Agency: Check No. 1509 through 1509

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 25th day of October 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-75

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. 23-75 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 25th day of October 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. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5015	10/05/2023	\$4,889.82	SUPPLIES	3163	BANK OF AMERICA
5016	10/05/2023	\$3,894.61	SUPPLIES	3163	BANK OF AMERICA
5017	10/05/2023	\$905.09	UNIFORM EXPENSE	3163	BANK OF AMERICA
5018	10/05/2023	\$78.34	FUEL	3163	BANK OF AMERICA
5019	10/05/2023	\$116.34	SUPPLIES	3163	BANK OF AMERICA
5020	10/05/2023	\$1,011.13	SUPPLIES	3163	BANK OF AMERICA
5021	10/05/2023	\$353,989.56	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5022	10/05/2023	\$49,689.98	VEHICLE PURCHASES	1700	72 HOUR LLC
5023	10/05/2023	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
5024	10/05/2023	\$5,500.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
5025	10/05/2023	\$3,631.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5026	10/05/2023	\$52,662.36	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5027	10/05/2023	\$2,809.90	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5028	10/05/2023	\$9,652.60	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5029	10/05/2023	\$16,096.73	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5030	10/05/2023	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
5031	10/05/2023	\$692.37	SUPPLIES	35980	SAEED RADMEHR
5032	10/05/2023	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
5033	10/05/2023	\$31,776.09	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
5034	10/05/2023	\$47,523.19	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
5035	10/05/2023	\$908.10	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
5036	10/05/2023	\$107.20	TRAINING	35650	MARC MARTY
5037	10/05/2023	\$296.45	CONTRACT SERVICES	3365	MOHAWK FACTORING LLC
5038	10/05/2023	\$49,381.00	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
5039	10/05/2023	\$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
5040	10/05/2023	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
5041	10/05/2023	\$918.23	CONTRACT SERVICES	2874	RPW SERVICES INC



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5042	10/05/2023	\$5,841.70	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5043	10/05/2023	\$191.19	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5044	10/05/2023	\$25,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
5045	10/05/2023	\$12,132.75	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5046	10/05/2023	\$256.38	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
5047	10/05/2023	\$2,168.60	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5048	10/12/2023	\$1,345.17	TRAINING	3163	BANK OF AMERICA
5049	10/12/2023	\$58.43	SUPPLIES	3163	BANK OF AMERICA
5050	10/12/2023	\$2,707.98	SUPPLIES	3163	BANK OF AMERICA
5051	10/12/2023	\$28.75	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
5052	10/12/2023	(\$1,323.06)	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5053	10/12/2023	\$1,505.24	TRAINING	3163	BANK OF AMERICA
5054	10/12/2023	\$9.65	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
5055	10/12/2023	\$3,841.34	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5056	10/12/2023	\$700.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
5057	10/12/2023	\$4,032.36	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
5058	10/12/2023	\$3,304.69	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
5059	10/12/2023	\$17,404.14	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5060	10/12/2023	\$1,304,881.05	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
5061	10/12/2023	\$74,878.55	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5062	10/12/2023	\$213.55	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5063	10/12/2023	\$1,504.08	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5064	10/12/2023	\$49,440.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
5065	10/12/2023	\$6,070.91	CONTRACT SERVICES	2624	CRAFCO INC
5066	10/12/2023	\$1,407.90	SUPPLIES	70920	DECALS BY DESIGN INC
5067	10/12/2023	\$56,516.56	FUEL	962	MO DION & SONS INC
5068	10/12/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
5069	10/12/2023	\$68.00	CONTRACT SERVICES	23660	DAIOHS USA



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5070	10/12/2023	\$3,828.59	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
5071	10/12/2023	\$28,222.11	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
5072	10/12/2023	\$14,312.93	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5073	10/12/2023	\$16,814.16	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
5074	10/12/2023	\$8,353.09	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5075	10/12/2023	\$4,010.17	SUPPLIES	26670	LIFE-ASSIST INC
5076	10/12/2023	\$703,000.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
5077	10/12/2023	\$4,950.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
5078	10/12/2023	\$90,275.04	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5079	10/12/2023	\$1,072.40	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5080	10/12/2023	\$3,386.00	DUES & SUBSCRIPTIONS	3144	PRODUCTIVE PARKS LLC
5081	10/12/2023	\$267.45	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
5082	10/12/2023	\$985.73	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5083	10/12/2023	\$96.36	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5084	10/12/2023	\$250.00	CONTRACT SERVICES	1933	STRICTLY TECHNOLOGY LLC
5085	10/12/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
5086	10/12/2023	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
5087	10/12/2023	\$126.10	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTALS		\$3,502,424.88			
601263	10/05/2023	\$2,030.51	CONTRACT SERVICES	3083	AAA FLAG & BANNER MFG CO INC
601264	10/05/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
601265	10/05/2023	\$300.00	CONTRACT SERVICES	4270	ACTION YOUTH AMERICA LLC
601266	10/05/2023	\$12,500.01	CONTRACT SERVICES	3557	ADVOCATE INC
601267	10/05/2023	\$135.00	GENERAL GOVERNMENT	4268	CERA ALCARAZ
601268	10/05/2023	\$3,297.19	SUPPLIES	4060	ANTHEM SPORTS, LLC
601269	10/05/2023	\$561.90	UTILITY SERVICES	39550	AT&T
601270	10/05/2023	\$38,793.31	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601271	10/05/2023	\$1,590.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
601272	10/05/2023	\$0.00	VOID	17	CAL PERS
601273	10/05/2023	\$2,061.40	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601274	10/05/2023	\$647.90	CONTRACT SERVICES	40850	MARIA E CASAS
601275	10/05/2023	\$2,000.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC
601276	10/05/2023	\$2,120.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601277	10/05/2023	\$300.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
601278	10/05/2023	\$900.00	TRAINING	4248	BEATRIZ ESPINOZA
601279	10/05/2023	\$39,206.17	VEHICLE MAINTENANCE/EXPENSES	4245	FIRE APPARATUS SOLUTIONS
601280	10/05/2023	\$1,302.55	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601281	10/05/2023	\$2,217.34	UNIFORM EXPENSE	55650	GALLS LLC
601282	10/05/2023	\$1,400.00	CONTRACT SERVICES	3873	CARYN GARCIA
601283	10/05/2023	\$341.47	TRAVEL & MEETINGS	4067	JOSE GARDEA
601284	10/05/2023	\$558.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
601285	10/05/2023	\$2,394.75	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
601286	10/05/2023	\$2,500.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
601287	10/05/2023	\$9,392.00	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
601288	10/05/2023	\$335.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
601289	10/05/2023	\$1,084.80	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
601290	10/05/2023	\$279.14	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
601291	10/05/2023	\$153.04	TRAINING	4273	JENNIFER MERO
601292	10/05/2023	\$26,484.94	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
601293	10/05/2023	\$16,000.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
601294	10/05/2023	\$153,160.33	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601295	10/05/2023	\$338.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
601296	10/05/2023	\$1,001.30	CONTRACT SERVICES	41180	MANUEL NUNEZ
601297	10/05/2023	\$134.47	SUPPLIES	15620	OFFICE DEPOT INC
601298	10/05/2023	\$95.00	GENERAL GOVERNMENT	4269	FIDENCIO ORTIZ



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601299	10/05/2023	\$1,912.50	CONTRACT SERVICES	3896	ROBERT J ORTIZ
601300	10/05/2023	\$1,648.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
601301	10/05/2023	\$48.97	UTILITY SERVICES	100	PICO WATER DISTRICT
601302	10/05/2023	\$478.48	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601303	10/05/2023	\$600.00	CONTRACT SERVICES	3371	ERNANDO REZENDEZ
601304	10/05/2023	\$225.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
601305	10/05/2023	\$400.00	CONTRACT SERVICES	4271	ROSALINDA ROCHA
601306	10/05/2023	\$8,906.50	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601307	10/05/2023	\$0.00	VOID	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
601308	10/05/2023	\$1,250.00	CONTRACT SERVICES	4232	STUART RUSSELL SIMONE
601309	10/05/2023	\$24,098.48	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601310	10/05/2023	\$24,402.48	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
601311	10/05/2023	\$10,959.81	UTILITY SERVICES	526	T-MOBILE USA INC
601312	10/05/2023	\$3,789.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601313	10/05/2023	\$1,500.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
601314	10/05/2023	\$4,696.04	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601315	10/05/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
601316	10/05/2023	\$7,301.71	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
601317	10/05/2023	\$750.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
601318	10/05/2023	\$6,254.94	UTILITY SERVICES	23610	VERIZON WIRELESS
601319	10/05/2023	\$86.90	CONTRACT SERVICES	3572	JIM WARINO
601320	10/05/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
601321	10/05/2023	\$333.20	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
601322	10/05/2023	\$886.30	CONTRACT SERVICES	2905	ZUTRA WATER
601323	10/05/2023	\$249.09	UNIFORM EXPENSE	4197	ANTONIO MONTANEZ
601324	10/12/2023	\$5,000.00	UNIFORM EXPENSE	4217	1819 SUPPLY
601325	10/12/2023	\$7,332.18	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
601326	10/12/2023	\$59.03	UTILITY SERVICES	1732	AT&T CORP



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601327	10/12/2023	\$20,550.00	CONTRACT SERVICES	14	ALCORN FENCE COMPANY
601328	10/12/2023	\$14,280.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
601329	10/12/2023	\$627.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
601330	10/12/2023	\$2,242.19	UTILITY SERVICES	39550	AT&T
601331	10/12/2023	\$4.41	UTILITY SERVICES	39550	AT&T
601332	10/12/2023	\$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
601333	10/12/2023	\$1,800.00	FURNITURE & FIXTURES PURCHASES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601334	10/12/2023	\$1,990.00	CONTRACT SERVICES	2735	BOB MARDIGIAN FLOOR COVERING
601335	10/12/2023	\$194.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
601336	10/12/2023	\$17,169.47	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601337	10/12/2023	\$62,250.00	CONTRACT SERVICES	4190	CARE SOLACE, INC.
601338	10/12/2023	\$0.00	VOID	55830	CHARTER COMMUNICATIONS
601339	10/12/2023	\$949.30	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601340	10/12/2023	\$34.99	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
601341	10/12/2023	\$395.23	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601342	10/12/2023	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
601343	10/12/2023	\$2,875.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
601344	10/12/2023	\$4,917.77	VEHICLE MAINTENANCE/EXPENSES	4194	COMMERCIAL TRUCK EQUIPMENT CO.
601345	10/12/2023	\$615.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601346	10/12/2023	\$2,791.36	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
601347	10/12/2023	\$2,665.00	CONTRACT SERVICES	3392	EL CAMINO COLLEGE
601348	10/12/2023	\$3,504.43	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
601349	10/12/2023	\$5,450.00	CONTRACT SERVICES	4250	FIRST AMERICAN TITLE
601350	10/12/2023	\$3,384.75	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601351	10/12/2023	\$1,655.68	UNIFORM EXPENSE	55650	GALLS LLC
601352	10/12/2023	\$767.65	CONTRACT SERVICES	506	SPX CORPORATION
601353	10/12/2023	\$3,215.11	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
601354	10/12/2023	\$3,911.08	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601355	10/12/2023	\$2,180.47	SUPPLIES	2059	HASA INC
601356	10/12/2023	\$90.00	PARKS AND RECREATION	3536	GLORIA HERNANDEZ
601357	10/12/2023	\$314.69	CONTRACT SERVICES	2012	ICE MACHINE SALES & SERVICE CO
601358	10/12/2023	\$4,949.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
601359	10/12/2023	\$27,273.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
601360	10/12/2023	\$390.00	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
601361	10/12/2023	\$1,975.00	CONTRACT SERVICES	4263	MELTWATER NEWS US INC
601362	10/12/2023	\$3,175.91	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601363	10/12/2023	\$650.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
601364	10/12/2023	\$3,391.46	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
601365	10/12/2023	\$98,698.00	CONTRACT SERVICES	4274	NORTHSTAR CONTRACTING GROUP INC
601366	10/12/2023	\$1,702.28	SUPPLIES	15620	OFFICE DEPOT INC
601367	10/12/2023	\$250.00	GENERAL GOVERNMENT	4277	JULIE ORTEGA
601368	10/12/2023	\$415.50	RETIREMENT	42490	LINDA PAYAN
601369	10/12/2023	\$8,849.76	CONTRACT SERVICES	3279	PROCURE AMERICA INC
601370	10/12/2023	\$424.16	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601371	10/12/2023	\$11,805.51	CONTRACT SERVICES	4057	ROSE PAVING LLC
601372	10/12/2023	\$300.00	TRAINING	2285	RYAN SALDIVAR
601373	10/12/2023	\$1,518.40	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
601374	10/12/2023	\$7,388.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
601375	10/12/2023	\$7.59	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
601376	10/12/2023	\$8,076.10	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
601377	10/12/2023	\$44,009.69	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601378	10/12/2023	\$500.00	TRAINING	3385	STATE OF CA - DEPT OF FORESTRY AND FIRE PROTECTION
601379	10/12/2023	\$856.50	CONTRACT SERVICES	3397	STERICYCLE INC
601380	10/12/2023	\$456.00	CONTRACT SERVICES	4278	TEN OF TEN EMBROIDERY INC
601381	10/12/2023	\$61,077.16	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601382	10/12/2023	\$6,889.33	CONTRACT SERVICES	652	TIMECLOCK PLUS



City of Montebello
Register of Demands No. 1561
From Payment Date 09/29/23 - To Payment date 10/12/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601383	10/12/2023	\$1,998.00	CONTRACT SERVICES	3522	ROSANNA TOS
601384	10/12/2023	\$2,289.52	UTILITY SERVICES	72570	US TELEPACIFIC CORP
601385	10/12/2023	\$164,837.72	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601386	10/12/2023	\$1,993.58	SUPPLIES	45120	ULINE INC
601387	10/12/2023	\$3,853.24	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
601388	10/12/2023	\$41,424.22	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601389	10/12/2023	\$1,286.82	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
601390	10/12/2023	\$541.13	UTILITY SERVICES	23610	VERIZON WIRELESS
601391	10/12/2023	\$2,601.55	SUPPLIES	9470	W W GRAINGER INC
601392	10/12/2023	\$1,675.39	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
601393	10/12/2023	\$18,971.40	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601394	10/12/2023	\$158.63	SUPPLIES	67320	WINZER
601395	10/12/2023	\$1,467.93	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
601396	10/12/2023	\$109.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601397	10/12/2023	\$5,553.08	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601398	10/12/2023	\$190.70	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601399	10/12/2023	\$7,453.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
CHECK TOTAL		\$1,169,057.82			

Successor Agency (SA)

1508	10/05/2023	\$4,510.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
1509	10/12/2023	\$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
SA TOTAL		\$6,765.00			

GRAND TOTAL **\$4,678,247.70**



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 - November

NOVEMBER 8TH

Item #	Description	Session	Department	Presenter
	Citizen of the Month	Presentation	Public Affairs	David Sosnowski
	Men's Health	Presentation	Public Affairs	David Sosnowski
	Alzheimer Disease Awareness Month	Presentation	Public Affairs	David Sosnowski
	Athens Services - Service Updates	Presentation	Administration	Athens (Jessica Alvarenga)
	General Plan Amendment and Zone Change for 437 N. Spruce Street	Public Hearing	Planning	Joseph Palombi
	Appropriation of State Water Resources Board Grant	Consent	Public Works	Rita Montalvo
	Update on Tornado Recovery	Consent	Planning	Joseph Palombi
	Resolution for VMT Code Amendments	Consent	Planning	Joseph Palombi
	Parks and Facilities Rules and Regulations	Consent	Parks & Rec	David Sosnowski
	Acquisition and Purchase of Self-Contained Breathing Apparatus (SCB's) and Necessary Accessories	Consent	Fire	Chief Pelaez/ Angelica Palmeros
	Basement Tenant Improvement Related Purchases (Furniture)	Consent	Police	Chief Espinosa
	Minutes	Consent	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza