

AMENDED AGENDA



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, FEBRUARY 14, 2024 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Joseph Palombi
Cesar Roldan
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.montebelloca.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 – ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)

Third Tolling Agreement with BKK Working Group related to the BKK Class I Landfill Cost Recovery Efforts (one matter)

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **RECOGNITION OF NEW POLICE DEPARTMENT EMPLOYEES**
3. **MONTEBELLO PREVENTION AND SUPPORTIVE SERVICES FOR UNHOUSED AND AT-RISK INDIVIDUALS PRESENTATION**
4. **MONTEBELLO CORRIDOR GRADE SEPARATION PROJECT PRESENTATION BY SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**
5. **BLACK HISTORY MONTH**
6. **AMERICAN HEART MONTH**

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

7. FISCAL YEAR 2023-24 SECOND QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2023-24 Second Quarter Budget Report; and,
2. Amend the Master Position Control to Add One (1.0) Community Services Coordinator and One (1.0) Recreation Supervisor Full-Time Equivalent to the Parks and Recreation Department (Attachment C); and,
3. Amend the Fiscal Year 2023-24 budget in the amounts and in the accounts listed in Attachment D; and,
4. Take whatever additional actions necessary.

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.

8. RECEIVE AND FILE THE CITY OF MONTEBELLO FIRST MILE / LAST MILE MASTERPLAN

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City of Montebello First Mile / Last Mile Masterplan; and
2. Take such additional, related, action that may be desirable.

9. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3857 WITH BLAIS AND ASSOCIATES, LLC TO PROVIDE GRANT WRITING AND MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3857 with Blais and Associates, LLC for professional grant writing and management services to exercise the first of the available two, one (1) year term extensions; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

10. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3822 WITH COMPLETE LANDSCAPE CARE, INC. EXTENDING THE TERM TWO (2) YEARS AND EXPANDING THE SCOPE OF SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3822 with Complete Landscape Care Inc. to extend the agreement for two (2) additional years and expand landscape maintenance services to Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park; and

2. Increase the total not-to-exceed amount of the agreement by \$60,000 per year (\$120,000 over the two (2) year extension term); and
3. Authorize the City Manager to execute Amendment No. 1 to Professional Service Agreement No. 3822; and
4. Take all other additional actions deemed necessary

11. AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Authorize the City Manager to execute the aforementioned agreements.

12. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4175 WITH YUNEX, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4175 with Yunex, LLC for traffic signal maintenance services in an annual amount not-to-exceed \$280,000 and authorize the City Manager to execute the Professional Services Agreement; and
2. Approve payment of unpaid invoices with Yunex, LLC for traffic signal maintenance services in the amount of \$95,616; and
3. Take such additional, related action that may be desirable.

13. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP 24-11) FOR CITYWIDE ELEVATOR MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP 24-11) for citywide elevator maintenance services; and
2. Take whatever additional actions are necessary and required.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2937 BETWEEN THE CITY OF MONTEBELLO AND SAN GABRIEL VALLEY WATER COMPANY (SGVWC) ALLOWING FOR THE CONTINUED SERVICE OF NON-POTABLE RECYCLED WATER FOR IRRIGATION PURPOSES AT GRANT REA PARK FOR A PERIOD OF 10 YEARS

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 2937 between the City of Montebello and San Gabriel Valley Water Company allowing for the continued service of non-potable recycled water for irrigation purposes at Grant Rea Park for a period of 10 years; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2937, in a final form approved by the City Attorney.
3. Take such additional, related action that may be desirable.

15. AUTHORIZE AN INCREASE TO THE BLANKET PURCHASE ORDER WITH HI-WAY SAFETY

RECOMMENDATION: It is recommended that the City Council:

1. Authorize an increase to the existing Blanket Purchase Order with Hi-Way Safety in the amount of \$95,000; and
2. Take such additional, related action that may be desirable.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-09 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 14, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-09 approving the Warrant Register dated February 14, 2024.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **David N. Torres, Councilmember**
- **Salvador Melendez, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
 1. Ask for council consensus to direct staff to look into opportunities to provide Narcan training citywide.
 2. Wonder Woman Wednesdays beginning Wednesday, February 28.
 3. Miércoles de Mujer Maravilla
- **Scarlet Peralta, Mayor**
 1. Requesting council consensus to explore reinstating the park ranger program as a proactive step towards enhancing safety in our public parks.
 2. Requesting council consensus to initiate the development of a Vision Zero Strategy to reduce accidents and traffic-related fatalities, and increase safe, healthy, and equitable streets/mobility within our community.
 3. Requesting council consensus to initiate the development of a City Climate Resiliency Action Plan to address critical issues related to climate change and sustainability within our city and access grant funding aimed at supporting resiliency efforts.
 4. Seeking council consensus to expand social programming on mental health and wellness to include young adults.

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on February 28, 2024, 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, February 11, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: FISCAL YEAR 2023-24 SECOND QUARTER BUDGET REPORT

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2023-24 Second Quarter Budget Report; and,
2. Amend the Master Position Control to Add One (1.0) Community Services Coordinator and One (1.0) Recreation Supervisor Full-Time Equivalent to the Parks and Recreation Department (Attachment C); and,
3. Amend the Fiscal Year 2023-24 budget in the amounts and in the accounts listed in Attachment D; and,
4. Take whatever additional actions necessary.

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 seven 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 last week of January). In addition, presenting quarterly reports on a regular basis shows good financial stewardship and promotes transparency.

This Second Quarter Budget report focuses on the General Fund and provides 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

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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 2023-24 revenue projections. Also, seven months of data on revenue and expenditure actuals provide indications of where expenditures are headed by year-end, allowing for updated estimates to be presented.

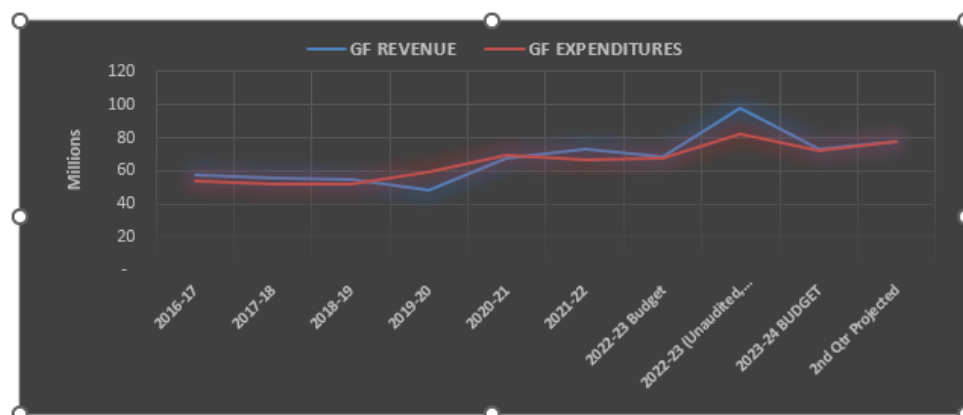
The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the adopted budget for FY 2023-24. In addition, a comparison of the unaudited FY 2022-23 actuals are included:

	2022-23 Budget	2022-23 (Unaudited, 2nd Quarter)	2023-24 Budget	2nd Qtr Projected
General Fund Revenue	68,685,800	98,021,316	73,316,400	77,529,403
General Fund Expenditures	67,990,100	81,917,289	72,687,450	77,335,364
	695,700	16,104,027	628,950	194,039

The General Fund closed (unaudited) FY 2022-23 with a surplus (revenue exceeding expenditures) of \$16,104,027. That includes revenue from the sale of the City's water system in February 2023 (\$16.435 million), sale of a City-owned property in the City of Pico Rivera in February 2023 (\$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) throughout the fiscal year.

This estimated surplus will double the amount of available reserves in the General Fund, pushing fund balance to approximately 48% of FY 2023-24 operating revenue. The preparation of final audited financial statements is currently underway. Based on unaudited results, General Fund fund balance should grow from \$14.716 million as of June 30, 2022 to \$36.455 million as of June 30, 2023. Staff will have more precise figures once preparation of the Annual Comprehensive Financial Report (ACFR) is completed.

The chart below provides historical context, plotting actual, budgeted and projected General Fund revenues against expenditures:



There were slight surpluses in the pre-pandemic fiscal years (i.e., prior to FY 2019-20). The gap between revenue and expenditure actuals in FY 2019-20 shows the impact of reduced revenue negatively affected by the pandemic, plus one-time capital expenditures related to infrastructure projects that utilized the 2009 excess bond proceeds: Taylor Ranch Park project, City Hall roof replacement, Police HVAC replacement, etc which increased expenditures one-time in FY 2019-20.

The surpluses in FY 2021-22 and FY 2022-23 continue a positive trend where revenue exceeds expenditures, assisted by the recognition of one-time revenues as described above. The FY 2023-24 2nd Quarter projection indicates another surplus year, albeit a smaller surplus vs. the adopted budget -- \$194,039. 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 2nd Quarter actuals and their impact on the forecast for fiscal year-end.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL:

N/A

ANALYSIS:

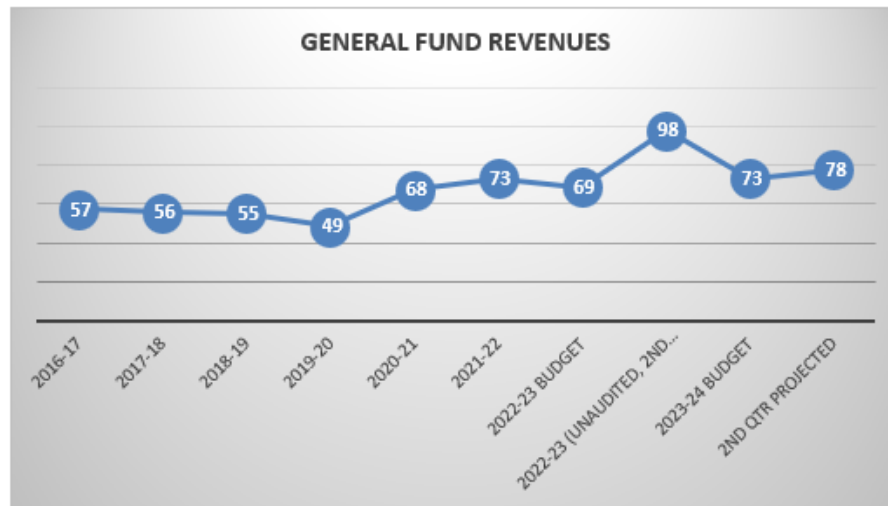
At the time the FY 2023-24 budget was adopted on June 14, 2023, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2022-23 provides additional, unaudited insight into revenue and expenditure performance. That information along with additional data (i.e., actuals) from July 2023 through January 2024 allows an updated forecast for fiscal year-end to be presented.

Revenue

Overall, General Fund revenue is projected to be \$4,213,003 higher than the adopted budget (\$77.529 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, with additional detail provided in Attachment A:

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	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	FY 23-24 2ND 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	900,000
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	25,975,000
PROPERTY TAX						
Secured	4,550,175	4,662,929	4,992,600	4,953,607	5,229,000	5,229,000
In-Lieu of VLF	7,238,433	7,629,793	7,928,400	7,997,213	8,165,800	8,567,300
Other Property Tax	1,925,957	1,902,406	1,954,000	2,373,748	2,218,000	2,277,000
PROPERTY TAX TOTAL	13,714,565	14,195,128	14,875,000	15,324,568	15,612,800	16,073,300
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	8,396,000
FINES AND FORFEITURES	2,301,787	2,499,502	2,920,000	3,389,726	2,940,000	3,065,000
INVESTMENT INCOME	77,455	16,846	124,000	665,162	350,000	810,000
INTERGOVERNMENTAL	1,096,273	6,311,327	12,000	4,630,077	15,000	1,922,746
CHARGES FOR SERVICE	5,770,641	7,248,267	7,720,800	8,024,239	7,940,100	8,488,019
OTHER REVENUE	9,823,255	2,962,046	3,869,100	22,319,439	4,742,500	4,744,338
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	77,529,403

Looking at the sales tax forecast, the projected revenue from the Monterey Park Marketplace sharing agreement has been reduced by \$400,000. This is due to the change in the percentage shared with Montebello by Costco beginning in year five of the agreement (i.e., FY 2023-24). The sharing amount decreased from 50% to 18% per the terms of the agreement. However, Monterey Park voters recently approved a transaction and use tax and staff is working with Monterey Park Finance staff to receive a portion of the new transaction and use tax through the existing sales tax sharing agreement. An update on projected revenue from the new transaction and use tax will be provided during the FY 2024-25 budget development process.

The table below shows sales tax data from FY 2020-21 through FY 2023-24, including

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the updated 2nd Quarter forecast for all three separate sources of sales tax:

	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	FY 23-24 2ND 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	900,000
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	25,975,000

Property tax shows an increase of \$460,500 when compared to the adopted budget. This increase is from updated projections related to the “in-lieu of VLF” source of property tax. This revenue is received in two tranches: 50% in January and 50% in June. Having the January deposits allows for an updated projection for FY 2023-24, resulting in an increase of \$401,500 over the adopted budget. Recent single family residential property sales show a slowing in the number of full values sales in Montebello, with only 26 such sales in the 4th quarter of 2023. However, the median price of these sales remains elevated, at \$735,000. Overall, citywide assessed value is projected to increase 5.0%, year over year.

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 (August – June), 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 \$745,000 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 permit payments related to the Montebello Hills and Topgolf developments. These larger permit payments 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 realizes 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 (six year averages of actuals). Anything received above and beyond the “typical” historical average amounts helps overall projected totals for the current fiscal year.

There is an additional source of new (continuing) revenue to the General Fund: fees related to new digital billboards that will net the City \$90,000 annually in on-going revenue. This new revenue stream is included in the FY 2023-24 forecast and contributes \$170,000 of the \$548,000 increase in the Charges for Services revenue category. There is a \$225,000 increase to engineering fees and \$50,000 increase in development tax fees – both related to continued development in the City, especially focused on Montebello Hills. Fire plan check revenue is projected to be \$400,000 – a \$175,000 increase over the budget amount, another increase based on “one-time”

revenue from Montebello Hills and related developments within the City.

Intergovernmental revenue is forecasted to be \$1.907 million more than budget. This revenue category captures the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) revenue, among other sources. As allowed by the U.S. Treasury Final Rule published in April 2022 (and updated periodically), the City is utilizing its CSLFRF award towards the “revenue loss” category. In the first half of FY 2023-24, CSLFRF revenue was recognized to fund sewer repair and maintenance as well as information technology upgrades (i.e., citywide information technology update project). Staff will recognize the remaining \$4.025 million in CSLFRF revenue by the required December, 2024 deadline.

Investment revenue is projected to bring in an additional \$460,000. This updated projection is due to two factors: increased available pooled cash that is earning interest and increased interest rates. With the City sitting on more than \$100 million in pooled cash, there is ample opportunity to earn interest on the available funds. In turn, the City realizes additional interest income while maintaining sufficient liquidity for daily needs.

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). Second quarter trends, along with FY 2022-23 totals, support increased pension reimbursement for the current fiscal year based on CalPERS related expenses in the General Fund across all departments.

The additional \$4.213 million in General Fund revenue projected for FY 2023-24 is a positive sign of the recovering economy, improved City operations, the addition of new ongoing and one-time sources of revenue and other related changes. Staff will continue monitoring revenue activity and will present an updated forecast during development of the FY 2024-25 budget.

Expenditures

General Fund expenditures are projected to be \$77,335,364 for FY 2023-24. This is a \$997,965 (1.3%) increase over the amended budget, and a \$4.648 million increase over the adopted budget (6.4%). The increase in estimated expenditures vs. 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 \$76,337,399.

About \$1.247 million of the \$3.650 million increase (34.2%) 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. The other \$2.403 million in budget amendments are from FY 2023-24 City Council actions related to:

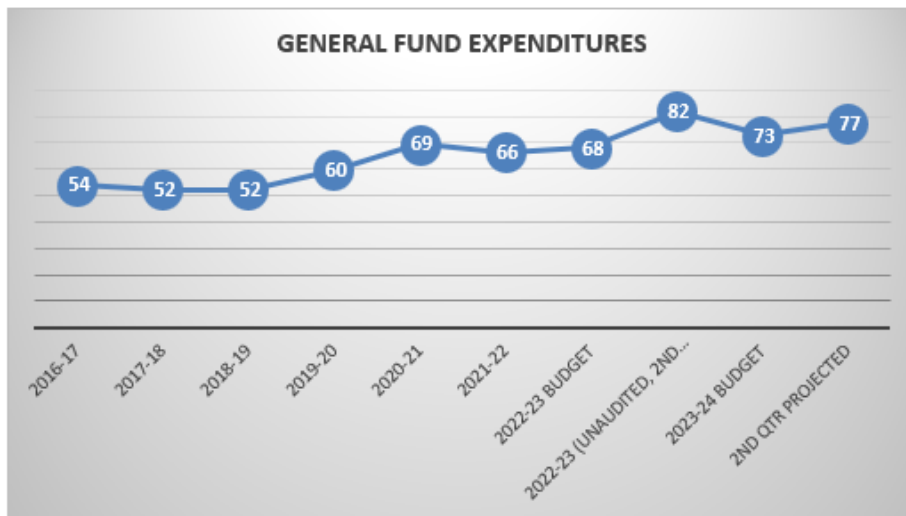
- Care Solace mental health services (\$64,250)

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- Police Department headquarters water damage repairs (\$300,000)
- Police Department headquarters tenant improvements (\$500,000)
- Brownfield study engineering services (\$125,000)
- Fire Department Local Hazard Mitigation Plan preparation (\$85,000)
- Vehicle fleet repair services, all Departments (\$342,300)
- Fire Department purchase of SCBA equipment (\$418,500)
- Repair to Lincoln Avenue sewer lift station (\$250,000)
- Fire Department purchase of squad vehicle (\$175,500)

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



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 January. The “Variance” column shows whether the 2nd Quarter projected amount is greater than (positive amount) or less than (negative amount) the amended budget (additional detail can be found in Attachment B):

	2022-23 Adopted Budget	2023-24 ADOPTED BUDGET	2023-24 Amended Budget	2nd Quarter Projected	Variance: Projected vs. Amended
Administration / Elected	2,736,200	2,221,900	2,305,900	2,206,046	-99,854
Community Development	2,602,450	2,739,200	3,213,632	3,010,206	-203,426
Finance	2,648,900	4,219,450	4,241,216	3,981,074	-260,142
Fire	16,887,400	17,074,150	18,365,865	18,743,926	378,061
Human Resources	2,298,300	1,684,500	1,714,490	1,898,723	184,233
Parks and Recreation	3,140,600	4,690,250	4,767,890	4,812,437	44,547
Police	19,611,000	20,158,500	20,736,531	21,477,130	740,599
Public Works	14,906,750	16,752,800	17,631,891	16,615,385	-1,016,506
Non-Departmental	3,158,500	3,146,700	3,359,984	4,590,436	1,230,452
	67,990,100	72,687,450	76,337,399	77,335,364	997,965

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

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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 three primary sources: payment of a \$350,000 settlement agreement (second of two payments), expense of remaining 2009 excess bond proceeds as projects are completed (i.e., purchase orders rolled over from the prior fiscal year) and a transfer out to the Information Technology upgrade project (\$839,000).

The \$203,000 in savings (compared to amended budget) in Community Development is from a combination of salary savings (vacancies in the Planning Division) and contract services savings (parking enforcement). It should be noted that, as of August 2023, Building Services is managed by Community Development. Prior to this organizational move, that division was in Public Works. Since this movement was done after the budget was adopted, for FY 2023-24 Building Services related expenses are recorded in the Public Works Department. The FY 2024-25 budget will be updated to reflect this organizational change, moving Building Services back to Community Development.

The Finance Department is realizing savings across various contract services. Audit services are being more accurately allocated to reflect the organization-wide work – charging a portion of annual audit expenses to the Transit Fund. Also, various software expenses are projected to be less than initially anticipated during budget development.

The majority of the additional projected expenses in Human Resources (\$150,000) is from various contract services: pre-employment background investigations and associated polygraph and psychological testing for public safety hires. In addition there are increased expenses related to workers compensation, employee benefits administration (NAVA Benefits) and other related expenditures.

The positive variance in Public Works (projected savings vs. the amended budget of \$1.017 million) is primarily due to salary savings, lower than anticipated electrical (utility) expenses, and reduced contract expenditures in the Engineering and Park Maintenance Divisions. Utility expenses are projecting a \$200,000 savings vs. budget. SCE has been issuing credits against various City accounts, and Staff is working to determine actual expenditures in-lieu of the credits. There are also savings in the Engineering Division, as anticipated use of on-call engineering services is less than projected when the budget was developed over nine months ago. It should be noted that tree maintenance services are trending to be fully utilized, as well as the entire \$50,000 in additional funding provided for tree replacement per City Council direction.

The Police Department is projecting \$740,599 in expenses over the amended 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 expenditures are trending about 10% over FY 2022-23. Accurately projecting vacancies and the impact such vacancies have on overtime is difficult, and the FY 2023-24 budget was built around known staffing and an assumed vacancy rate at a point in time (i.e., over eight months ago). However, as recruitment of police officers remains difficult, some vacancies have persisted, necessitating additional overtime to ensure adequate public safety coverage 24 hours a day, 7 days a week.

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, alleviating 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 being realized, as eligible (recent) firefighter hires are being charged to the SAFER grant fund. Even with these expenses offset by grant funding, overtime is trending higher than originally budgeted, contributing to the \$378,061 in additional expenses vs. the amended budget. Recruitment for vacant firefighter positions is ongoing amid a nationwide difficulty in filling these positions. As with the Police Department, accurately predicting the impact vacancies have on overtime is difficult, which can lead to additional unforeseen overtime expenses.

Staff will continue monitoring expenses in each department and will provide an update throughout the FY 2024-25 budget development process. 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 expenditures, then a surplus will be realized at fiscal year-end. This 2nd Quarter report shows an expected surplus of \$194,039, as projected revenue has grown to \$77.529 million, vs. the adopted budget amount of \$73.316 million.

Budget Amendments

Staff is recommending budget amendments (Attachment D) to various funds, increasing appropriations necessary to recognize revenue and expenditures, make grant funds available for departments to use, cover facility repair expenses related to Fire Station 57, account for increased overtime expenses in the Fire and Police Departments, recognize excess revenue in the General Fund from operations of the Home2Suites and other necessary adjustments.

As will be discussed in the paragraphs below, both hotels (Hilton Garden Inn and Home2Suites) are performing well. To that end, and as allowed by the bond indentures (Section 5.03(a)), the City will recognize \$2.0 million in revenue from the Home2Suites. This will increase General Fund revenue by \$2.0 million and will improve overall General Fund reserves once FY 2023-24 is closed out (Attachment D, Item #1).

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) must also be recognized and recorded per generally accepted accounting principals. A total of \$839,000 has been utilized towards the ongoing citywide information technology upgrade project. As previously approved by the City Council, a portion of CSLFRF revenue is committed for upgrading essential technology resources: cybersecurity software, network storage and switches, phones, and related software and hardware (Attachment D, Item 2). To emphasize, this is a necessary accounting move to record revenue and does not impact the agreement for providing the information technology upgrades. This budget amendment will balance expenditures against revenue and is required by auditing and accounting best practices.

Some of the other budget amendments are necessary to appropriate grant funds received from Federal and State agencies (Attachment D, Item #s 3, 7, 8, 9): Used Oil Program, Recycled Beverage Container program, Department of Justice grant program

and Parks and Recreation Proposition 68 grant program. Appropriation of these grant program funds will allow the Public Works, Police and Parks and Recreation Departments to utilize funding for public safety, environmental and community services programs.

The Golf Course improvement project is progressing, and to that end budget amendments totaling \$675,000 are necessary to cover utilities expenses for water and electricity usage at the Golf Course (Attachment D, Item #6). Beginning in August 2023 when fairway and putting greens grass was planted, along with new landscaping, extensive watering was necessary to ensure proper growth across the 78 acres of the re-imagined golf course. With seven months of actuals data, budget vs. expenditures can be calibrated, necessitating a budget amendment to cover water and electricity usage on the renovated Golf Course.

The remaining budget amendments (Attachment D, Item #s 10-21) will cover various General Fund related expenses:

- \$300,000: additional overtime in Police (see paragraphs above for detail)
- \$500,000: additional overtime in Fire (see paragraphs above for detail)
- \$135,000: funding for necessary upfitting of new Police patrol vehicles
- \$25,000: additional funding for citywide tree replacement
- \$81,000: unplanned expenses for repairs to primary response Fire Truck (necessary while awaiting July 2024 delivery of new fire truck)
- \$48,000: unplanned repairs to Fire Station 57 entry doors, roof and HVAC
- \$35,000: previously approved vehicle purchase for Parks and Recreation (funds inadvertently not rolled over from FY 2022-23)
- \$150,000: additional contract expense in Human Resources for benefits consulting, COVID testing and pre-employment background screenings (see paragraphs above for detail)

Budget amendments are a necessity, as any budget – no matter how well designed – cannot foresee all expenditures in a fiscal year. The required budget amendments outlined in Attachment D will align budgets with projected expenses, appropriate grant funding, recognize \$2.0 million in revenue in the General Fund, provide funding for already completed facility and vehicle expenses, cover additional public safety overtime and align Golf Course renovation project budget with expenses. None of the required budget amendments impact or change any underlying agreement or contract terms for any services provided. The General Fund expenditure projections outlined in the preceding paragraphs take into account the additional expenses that will be covered by the proposed budget amendments in Attachment D.

Master Position Control

The Parks and Recreation Department has increased the number and frequency of programs and community events managed over the past four years – farmers markets, pet clinics, summer street fest, holiday events, adaptive recreation, etc. As the responsibilities of this Department have grown, staffing levels have remained static, placing increasing pressure on the current staff to adequately manage the expanded program and event workload.

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After a review of organizational needs, Staff is recommending the addition of 1.0 Recreation Supervisor and 1.0 Community Services Coordinator. These two (2.0) full-time equivalent (FTE) positions will provide necessary oversight to ongoing programs, and allows the Director greater flexibility in management and supervision of programs and staff (both full and part-time).

There are some salary savings recognized in this Department by a recently filled vacancy at the Recreation Manager position. Given the amount of time typically required to recruit for these positions (approximately 3 months), the existing full-time salary and benefits budget can sustain the additional full-time positions in FY 2023-24. The FY 2024-25 budget will be developed to include the costs of these positions over the full twelve-month fiscal year.

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 of each other and also distinct from any Golf Course or Quiet Cannon operations (which record revenue and expenditures 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 2023-24 for each hotel:

	2nd Quarter			2nd Quarter			2nd Qu.
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2021-22 Actuals	FY 2022-23	FY 2022-23 Actuals	FY 2023-24
Hilton Garden Inn (Fund 620)							
REVENUE	3,288,282	237,969	2,547,633	5,359,743	3,237,703	6,655,126	3,486
EXPENDITURES	3,279,588	1,060,720	2,518,265	5,088,671	2,865,003	5,832,967	2,844
	8,694	(822,751)	29,367	271,072	372,700	822,159	642
Home2Suites (Fund 625)							
REVENUE	5,694,307	3,345,493	5,894,249	12,062,484	6,616,903	13,431,144	10,287
EXPENDITURES	4,295,629	3,349,126	4,574,434	9,782,114	3,735,449	9,306,494	7,111
	1,398,678	(3,633)	1,319,816	2,280,370	2,881,454	4,124,650	3,175

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. Comparing second quarter results over the last five years shows continued strength and improvement in operations with a \$642,350 surplus for 2nd quarter FY 2023-24.

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. Even more impressive is the 2nd quarter FY 2023-24 surplus of \$3.176 million,

an almost \$300,000 improvement over the 2nd quarter FY 2022-23 actuals.

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 2nd Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first seven months of FY 2023-24 (July – January). This 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 \$194,039 surplus (revenue over expenditures) for FY 2023-24 (\$77.529 million in revenue versus \$77.335 million 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 during development of the FY 2024-25 budget. City Council is asked to receive and file this report and presentation, approve budget amendments outlined in Attachment D and update the Master Position Control (Attachment C).

ATTACHMENT(S)

1. ATTACHMENT A - Revenue Summary
2. ATTACHMENT B - Expenditure Summary
3. ATTACHMENT C - Master Position Control
4. ATTACHMENT D - Budget Amendments

NEXT STEPS:

N/A

General Fund Revenue
2nd Quarter Budget Update, 02/14/2024

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	FY 23-24 2ND 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	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	900,000	-400,000
Measure H	6,000,000	7,698,629	7,170,000	9,383,293	9,430,000	9,974,915	9,850,000	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	25,975,000	-110,000
PROPERTY TAX									
Secured	4,507,000	4,550,175	4,800,600	4,662,929	4,992,600	4,953,607	5,229,000	5,229,000	0
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	8,567,300	401,500
Other Property Tax	1,410,000	1,925,957	1,869,000	1,902,406	1,954,000	2,373,748	2,218,000	2,277,000	59,000
PROPERTY TAX TOTAL	13,026,000	13,714,565	14,293,100	14,195,128	14,875,000	15,324,568	15,612,800	16,073,300	460,500
OTHER TAXES	599,000	476,959	610,000	631,085	625,000	650,178	625,000	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	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	8,396,000	745,000
FINES AND FORFEITURES	2,600,000	2,301,787	2,250,000	2,499,502	2,920,000	3,389,726	2,940,000	3,065,000	125,000
INVESTMENT INCOME	150,000	77,455	225,000	16,846	124,000	665,162	350,000	810,000	460,000
INTERGOVERNMENTAL	5,500	1,096,273	7,500	6,311,327	12,000	4,630,077	15,000	1,922,746	1,907,746
CHARGES FOR SERVICE	6,894,300	5,770,641	7,066,850	7,248,267	7,720,800	8,024,239	7,940,100	8,488,019	547,919
OTHER REVENUE	2,440,500	9,823,255	3,896,700	2,962,046	3,869,100	22,319,439	4,742,500	4,744,338	1,838
TRANSFERS IN	4,300,000	3,570,002	4,100,000	3,637,348	4,100,000	4,315,381	4,300,000	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	77,529,403	4,213,003

General Fund Expenditures
2nd Quarter Budget Update, 02/14/2024

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	2nd 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	2,305,900	2,206,046	-99,854
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	3,010,206	-203,426
Finance	2,158,800	2,198,750	2,201,468	2,130,300	2,676,890	2,648,900	4,219,450	4,241,216	3,981,074	-260,142
Fire	13,690,200	14,137,070	15,310,306	15,814,270	15,325,501	16,887,400	17,074,150	18,365,865	18,743,926	378,061
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	1,898,723	184,233
Parks and Recreation	4,467,100	4,780,657	5,078,363	5,361,550	5,992,391	3,140,600	4,690,250	4,767,890	4,812,437	44,547
Police	18,989,500	19,476,126	18,916,427	18,818,950	18,928,868	19,611,000	20,158,500	20,736,531	21,477,130	740,599
Public Works	8,329,500	9,100,646	9,998,328	9,512,600	10,799,523	14,906,750	16,752,800	17,631,891	16,615,385	-1,016,506
Non-Departmental	2,409,000	5,871,599	11,912,014	2,998,800	5,352,367	3,158,500	3,146,700	3,359,984	4,590,436	1,230,452
	55,681,500	61,560,995	69,384,920	61,408,690	66,322,437	67,990,100	72,687,450	76,337,399	77,335,364	997,965



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

EXHIBIT C

***POSITIONS ADDED FEBRUARY 14, 2024**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Elected						
City Councilmember	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	0.0
Administration						
City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	0.0	2.0	1.0	1.0	0.0
	8.0	9.0	11.0	8.0	8.0	0.0
Finance						
Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	0.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	0.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	5.0	5.0	0.0
Lead Finance Technician	0.0	0.0	0.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	5.0	8.0	8.0	0.0
Finance Technician	5.0	5.0	5.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	22.0	24.0	24.0	0.0
Fire						
Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	4.0	6.0	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter (Paramedic)	0.0	0.0	0.0	0.0	18.0	18.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst*	2.0	2.0	2.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	1.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	2.0	2.0	0.0
	76.0	76.0	76.0	80.0	98.0	18.0



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

EXHIBIT C

***POSITIONS ADDED FEBRUARY 14, 2024**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Human Resources						
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	1.0	1.0	1.0	0.0
Human Resources Manager	1.0	1.0	1.0	2.0	2.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	2.0	4.0	4.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	16.0	18.0	15.0	15.0	0.0
Planning and Community Development						
Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	20.0	20.0	0.0
Police						
Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	23.0	0.0
Police Officer	32.0	32.0	32.0	36.0	36.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	103.0	107.0	107.0	0.0



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

EXHIBIT C

***POSITIONS ADDED FEBRUARY 14, 2024**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Public Works						
Director of Public Works	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	2.0	2.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	1.0	0.0
Principal Engineer	0.0	1.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	0.0
Traffic Engineer	0.0	0.0	0.0	1.0	1.0	0.0
Building Official	0.0	1.0	1.0	1.0	1.0	0.0
Combination Building Inspector	0.0	1.0	1.0	1.0	1.0	0.0
Buiding Permit Technician	0.0	2.0	2.0	2.0	2.0	0.0
Public Works Inspector	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	25.0	45.0	45.0	46.0	46.0	0.0

Public Affairs-Information Technology

Director of Public Affairs/Information Technology	0.0	0.0	0.0	1.0	0.0	-1.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0	0.0
Senior Administrative Assistant	0.0	0.0	0.0	1.0	1.0	0.0
Information Systems Manager	0.0	0.0	0.0	2.0	2.0	0.0
Information Systems Supervisor	0.0	0.0	0.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	0.0	3.0	3.0	0.0
	0.0	0.0	0.0	11.0	10.0	-1.0

Recreation and Community Services

Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	1.0	1.0	2.0	1.0
Community Services Coordinator	4.0	4.0	4.0	5.0	6.0	1.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	11.0	11.0	12.0	14.0	2.0



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

EXHIBIT C

***POSITIONS ADDED FEBRUARY 14, 2024**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Transportation						
Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	1.0	1.0	0.0
Transit Administration Manager	2.0	1.0	1.0	1.0	1.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	15.0	15.0	15.0	13.0	13.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	1.0	2.0	2.0	0.0
Senior Management Analyst	0.0	1.0	1.0	3.0	3.0	0.0
Management Analyst	3.0	4.0	4.0	5.0	5.0	0.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	3.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	5.0	3.0	3.0	0.0
	204.0	234.0	234.0	233.0	233.0	0.0

Total Full-Time Employees	500.0	543.0	547.0	563.0	582.0	19.0
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Total Full-Time Employees Net Elected	493.0	536.0	540.0	556.0	575.0	19.0
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	FY 2021-22	FY 2022-23 ADOPTED	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	FY 2023-24 PROPOSED	Variance
Administration	8.0	9.0	11.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	20.0	0.0
Finance	21.0	22.0	22.0	24.0	24.0	0.0
Fire	76.0	76.0	76.0	80.0	98.0	18.0
Human Resources*	14.0	16.0	18.0	15.0	15.0	0.0
Parks and Recreation	21.0	11.0	11.0	12.0	14.0	2.0
Police	103.0	103.0	103.0	107.0	107.0	0.0
Public Works	25.0	45.0	45.0	46.0	46.0	0.0
Public Affairs-Information Technology*	0.0	0.0	0.0	11.0	10.0	-1.0
Transit	204.0	234.0	234.0	233.0	233.0	0.0
	493.0	536.0	540.0	556.0	575.0	19.0

**Budget Adjustments - City Council Approval
Mid-Year, February 14, 2024**

ATTACHMENT D

Item #	ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT	REASON FOR BUDGET ADJUSTMENT
NON-GENERAL FUND BUDGET AMENDMENTS				
1	625-99-7000.10	Home2Suites - Transfer Out - to GENERAL FUND	2,000,000	Excess hotel revenue recognition, transfer to General Fund per bond indenture allowances (Section 5.03(a))
1	100-99-4999.85	General Fund - Transfer In - from HOTEL ENTERPRISE FUNDS	2,000,000	Excess hotel revenue recognition, transfer to General Fund per bond indenture allowances (Section 5.03(a))
2	100-99-7000.85	General Fund, Transfer Out - to INFO TECH UPGRADES	839,000	Citywide Information Technology Project, accounting for additional funds recognized (does not impact existing contract); necessary accounting entry to match budget with expenditures
2	325-99-4999.30	Information Technology Upgrades - Transfer In - from GENERAL FUND	839,000	Citywide Information Technology Project, accounting for additional funds recognized (does not impact existing contract); necessary accounting entry to match budget with expenditures
3	240-99-4198	JAG, Miscellaneous Grants	16,500	Grant Award funds appropriation, amend budget to allow Police Department to spend funds
3	240-8055-800-5010.10	JAG Program Funds, PD Administration, Overtime Full-Time	16,500	Grant Award funds appropriation, amend budget to allow Police Department to spend funds
4	325-40-420-6010.40	Information Technology Upgrades, Information Tech, Computer Software	225,000	Citywide Information Technology project, adjust budget (does not impact existing contract amount); necessary to match budget with projected expenditures for FY 2023-24
5	810-50-500-7050	Housing Successor Agency, Community Development, Misc Expense	549,000	Cesar Chavez housing project (6th Street/Whittier Blvd), predevelopment loan promissary note, City Council approved Agreement No. 4187, related to Purchase, Sale and Affordable Housing Development Agreement No. 4075

**Budget Adjustments - City Council Approval
Mid-Year, February 14, 2024**

ATTACHMENT D

Item #	ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT	REASON FOR BUDGET ADJUSTMENT
6	610-66-6040.10	Golf Course Fund, Outside Contracts	25,000	Landscape maintenace, cost sharing agreement (Quiet Cannon)
6	610-99-6050.10	Golf Course Fund, Utilities, Electricity Usage	100,000	Adjust budget for additional Electricity usage at Golf Course
6	610-99-6050.20	Golf Course Fund, Utilities, Water Usage	550,000	Water usage associated with golf course renovation; new landscape, fairways and greens required additional water vs. prior years
7	265-3000-6040.10	Grants, Used Oil Payment Program, Other Contact Services	15,000	Appropriate funds for used oil grant award (Public Works)
7	265-99-4198.96	Grants, Used Oil Payment Program Revenue	15,000	Appropriate funds for used oil grant award (Public Works)
8	265-3010-6040.10	Grants, CA Beverage Container Recycling, Other Contract Service	15,000	Appopriate beverage container recycling grant award funds (Public Works)
8	265-99-4198.98	Grants, CA Beverage Container Recycling Revenue	15,000	Appopriate beverage container recycling grant award funds (Public Works)
9	265-70-740-6040.10	Grants, Parks and Recreation, Prop 68, Other Contract Services	14,100	Appropriate Proposition 68 grant award funds (Parks and Recreation)
9	265-99-4198.82	Grants, Parks and Recreation, Prop 68 Revenue	14,100	Appropriate Proposition 68 grant award funds (Parks and Recreation)

GENERAL FUND BUDGET AMENDMENTS

10	100-25-250-6040.10	General Fund, Human Resources, Other Contract Services	150,000	Additional appropriations needed for COVID testing, NAVA benefits consulting, pre-employment background investigations
11	100-30-510-5000.20	General Fund, Public Works, Facilities, Regular Hourly	40,000	Additional Part-time maintenance workers for Citywide bulky item removal team
12	100-30-510-6040.35	General Fund, Public Works, Facilities, Custodial Services	29,000	Additional janitorial services due to increased special events (parks, community centers)
13	100-30-320-6040.10	General Fund, Public Works, Tree Maintenance, Other Contract Servcies	25,000	Additional funding for tree replacement purchases citywide
14	100-70-700-6082	General Fund, Parks and Recreation, Vehicle Purchase	35,000	Appropriate funds for vehicle purchase previously approved by City Council action, 10/2022, funds not rolled over from prior fiscal year

Budget Adjustments - City Council Approval
Mid-Year, February 14, 2024

ATTACHMENT D

Item #	ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT	REASON FOR BUDGET ADJUSTMENT
15	100-80-800-6040.10	General Fund, Police, Administration, Other Contract Services	38,000	Portable Restrooms (temporary) necessary due to water damage repairs to Police Department building
16	100-80-805-5010.10	General Fund, Police, Patrol, Overtime	300,000	Additional overtime expenditures based on vacancies
17	100-80-815-6080.30	General Fund, Police, Support Services, Vehicle Repair/Services	135,000	New patrol vehicles (replacement vehicles) upfitting, MDCs, radio communication and related equipment
18	100-85-860-5010.10	General Fund, Fire, Suppression, Overtime	500,000	Additional overtime expenditures based on vacancies
19	100-85-860-6040.60	General Fund, Fire, Suppression, Contract Services Building	48,000	Emergency facility repairs to Fire Station 57: entry doors, roof, HVAC
20	100-85-860-6080.30	General Fund, Fire, Suppression, Vehicle Maintenance	81,000	Significant vehicle repairs to front-line response Fire Truck, required while awaiting delivery of new truck by July 2024
21	100-99-6038	General Fund, Non-Departmental, Settlement	350,000	Settlement agreement approved by City Council (2nd of 2 payments)



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: RECEIVE AND FILE THE CITY OF MONTEBELLO FIRST MILE / LAST MILE MASTERPLAN

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the City of Montebello First Mile / Last Mile Masterplan; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact for the receipt and filing of the City of Montebello First Mile / Last Mile Masterplan (. The Plan provides recommendations on first/last mile projects the City may pursue in the future when funding opportunities arise.

BACKGROUND/DISCUSSION:

At the November 18, 2020, City Council meeting, Staff was authorized to file an application for the Sustainable Communities Program Grant with the Southern California Association of Governments (SCAG). The City was awarded One Hundred Fifty Thousand Dollars to undertake a First Mile / Last Mile (FMLM) study and produce an FMLM Masterplan that would benefit the public. KTUA was selected as the consultant to undertake the study, with Circulate Planning as the sub-consultant conducting the outreach efforts.

The “First mile / Last mile” is defined as the trip segment between someone’s origin to public transit and from public transit to someone’s destination. This Plan aims to make those segments more accessible for the transit user. The purpose of this planning effort is to ensure that when funding opportunities are available to do active transportation

capital improvements, the City of Montebello can approach these opportunities with a plan ready in place.

ENVIRONMENTAL:

N/A

ANALYSIS:

The FMLM Masterplan reviews the City's active transportation existing conditions. An analysis was made on the current transit, pedestrian, and bicycle networks to identify areas of improvement. This analysis is overlaid with pedestrian and bicycle collisions and or fatalities data to ensure that areas with safety concerns are addressed. After the existing conditions phase was finished, five (5) priority projects were proposed that would have the most public benefit while also addressing the safety concerns identified.

The community outreach phase involved incorporating public opinion and public participation for the development of the Plan. Flyers with survey links were posted on bus stops, City announcement boards, social media, and all fixed-route buses. Surveys were also conducted during City events such as the Harvest Festival and Street Fest. The public was asked what areas of concern there were across the city. Once those were compiled, analyzed, and priority projects were put together; the public was asked to rank the projects which they would want to see first.

A Technical Advisory Committee was established composed of city departments and community stakeholders to receive input on the making of the plan. Staff worked with City staff to ensure that the plan was feasible and did not conflict with any other planning efforts. Review by the City's public safety departments such as police and fire ensure that any capital improvements proposed by the plan do not affect any response times.

Policy recommendations have been made to ensure that pedestrians and cyclists completing the FMLM segment have more secure passages of travel. Cost estimates have been made to give the City an idea of the cost related to the priority projects. Funding opportunities have been identified so that when they become available, the City can pursue opportunities to fund these projects with a plan already in place.

The five (5) priority projects are as follows:

- Priority Project 1: Beverly Boulevard and Maple Avenue
- Priority Project 2: Whittier Boulevard and Garfield Avenue
- Priority Project 3: Whittier Boulevard and Montebello Boulevard
- Priority Project 4: Washington Boulevard and Greenwood Avenue
- Priority Project 5: Madison Avenue Neighborway

Priority Projects 1 through 4 are composed of street intersection improvements that include the following recommendations: truck aprons, high visibility crosswalks, addition

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 3 of 3

of pedestrian nose, reflective border on signal heads, hardened center lines, and enhanced public transit facilities.

Priority Project 5 proposes to establish a neighborway through the City. A neighborway is a recognized bike route that cyclists may use to move through different areas of the City. This route would connect the Rio Hondo Bike Path to Beverly Boulevard via Bluff Road and Madison Avenue. The Plan calls for traffic calming measures to ensure the safety of cyclists all the while ensuring the traffic calming measures don't impede first responders' ability to provide superior service.

SUMMARY:

Staff recommends the City Council receive and file the City of Montebello First Mile / Last Mile Masterplan. This action will provide the establishment of this Plan with pedestrian, bicycle, and bus amenity recommendations for when funding opportunities arise.

ATTACHMENT(S)

1. Attachment A – City of Montebello First Mile / Last Mile Masterplan

NEXT STEPS:

N/A



City of Montebello First Mile Last Mile Plan



montebello

First Mile/Last Mile Master Plan

December 2023

Acknowledgements



City of Montebello

Alfredo Machuca, Transit Planner, Montebello Bus Lines
Monica Mercado-Rodriguez, Planning Manager
Rita Montalvo, Assistant Director of Public Works



KTUA

Joe Punsulan, Principal
Tom Bertulis, Senior Associate, Project Manager
Morgen Ruby, Senior Planner, Assistant Project Manager
Darren Jacobsen, Associate



SCAG

Stephen Fox, Senior Regional Planner
Krista Yost, Assistant Regional Planner



Circulate Planning

Carlisle Dockery, Director of Planning
Octavio Garcia, Associate Planner

Technical Advisory Committee

- Adam Mitchell, City of Montebello Police Department
 - Adrianna Kendricks, Montebello Bus Lines
 - Alex Gillman, Public Affairs and Information Technology
 - Alfredo Machuca, Montebello Bus Lines
 - Alexis Lucero, City of Montebello Public Works
 - Chris Moorman , LA Metro
 - David Huang, Metrolink
 - Gary Robinson City of Montebello Fire Department
 - Krista Yost, SCAG
 - Horacio Perez, Vail Continuation High School
- Joe Forgiarini, LA Metro
 - Jose Ornelas, Adult School Principal
 - Laurie Aguilar, City of Montebello Parks & Recreation
 - Leticia Alvidrez, Montebello Unified School District
 - Naomi Sotelo, Eastmont Intermediate School
 - Paul Parzik, YMCA Metropolitan Los Angeles
 - Serena Liu, Caltrans
 - Stephanie Hardaway, Applied Technology Center High School
 - Stephen Fox, SCAG
 - Timothy Greensavitch, Montebello Bus Lines

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Executive Summary

ES.1 Document Overview

The Montebello First Mile Last Mile (FMLM) Master Plan is organized in the following chapters:

- » Chapter 1: Introduction
- » Chapter 2: Existing Conditions
- » Chapter 3: Community Outreach
- » Chapter 4: Vision and Goals
- » Chapter 5: Policy Development
- » Chapter 6: Projects
- » Chapter 7: Funding

ES.2 Purpose

The City of Montebello is part of Los Angeles County, California and located southwest of San Gabriel Valley with a population of about 63,000 (U.S. Census). Montebello is inevitably surrounded by freeways and transit lines as it is within proximity to the City of Los Angeles, known for its traffic and long commute times. The Montebello First Mile Last Mile (FMLM) Master Plan is a long range road map meant to assist City staff as they work towards the betterment of the first and last mile connections to transit of residents and commuters. The bus transit system in Montebello is operated by Montebello Bus Lines (MBL) and it is the third largest municipal transport agency in Los Angeles County. Guided by community feedback and a Vision Zero approach - a traffic safety strategy with the objective of eliminating traffic fatalities and injuries through the pursuit of increasing safer mobility for all people - the Montebello FMLM Master Plan will guide the future infrastructure development and improve the connections to and from transit for all users.

FMLM Goals

The following are the four goals that were developed throughout the planning process and vetted by the Technical Advisory Committee (TAC):

- » **Goal 1:** Provide Safe and Attractive Bus Stops
- » **Goal 2:** Provide Safe, Comfortable, and Convenient Bicycle, Pedestrian, and Non-motorized Access to Bus Stops and Metrolink Station
- » **Goal 3:** Coordinate Land Use and Transit Planning
- » **Goal 4:** Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility

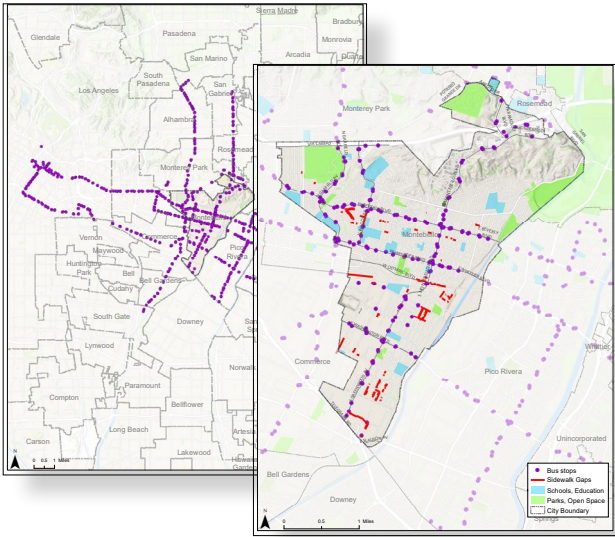
ES.3 Existing Conditions and Analysis

The development of the Montebello FMLM Master Plan began with understanding the existing transit network, pedestrian network, bicycle network, land uses, and other context sensitive information. Data collection was acquired from the Southern California Association of Governments (SCAG) and the Transportation Injury Mapping System (TIMS) and multiple walk and bike audits conducted by the Project Team. Outlined below is a summary of the various methods of data collection used for the development of this document.

Existing Transit, Pedestrian, and Bicycle Networks

Initial maps were created to highlight the areas within the City that have a concentrated number of bus stops within and outside of city limits along with maps showing the amount of boardings and alights. Main transit corridors in the City are the most utilized and therefore exhibit the highest number of bus stops and ridership.

The City of Montebello has an extensive network of sidewalks connecting it to most areas, however, there are numerous obstructions such as poorly placed utilities and pinch points impeding the walkways.



Walk and Bike Audits

Walk and bike audits were conducted along transit corridors with high ridership volumes or collisions to better understand the pros and cons of the existing pedestrian infrastructure. Findings were then used to inform infrastructure improvement recommendations.

ES.4 Community Outreach

A critical component of the planning process for Montebello's FMLM Master Plan was community outreach with stakeholders and members of the community who are daily users of the infrastructure that this Plan seeks to address. Engaging with the community was able to bring awareness and educational resources about the FMLM Master Plan to build support and collect valuable feedback that limits first and last mile trips. Physical and digital material presented to the public was made available in different languages (English, Spanish, and Mandarin) and created in a way to be easily understood by all.

The primary community engagement strategies utilized were:

- » Six Technical Advisory Committee Meetings
- » Three Community Events/ Workshops
- » Branding and Social Media
- » Physical and Digital Public Survey

Technical Advisory Committee (TAC)

The Technical Advisory Committee (TAC) was composed of representative groups identified by the Project Team, the City of Montebello Staff, and SCAG staff. Representative groups included The City of Montebello departments, SCAG, Montebello Unified School District, LA Metro, Metrolink, the YMCA, and more, as listed in Appendix B.

All TAC meetings, except one hybrid, were all held virtually for one hour on a bi-monthly basis. The TAC provided their input and feedback on the different parts of the project such as the engagement, findings, and recommendations.

The TAC meetings took place on the following dates:

- » Technical Advisory Committee Meeting #1 – December 5, 2022
- » Technical Advisory Committee Meeting #2 – February 7, 2023
- » Technical Advisory Committee Meeting #3 – April 4, 2023
- » Technical Advisory Committee Meeting #4 – May 23, 2023
- » Technical Advisory Committee Meeting #5 – August 8, 2023
- » Technical Advisory Committee Meeting #6 – November 14, 2023

Tactical Advisory Committee (TAC) Meetings



Community Events

Branding and Social Media

Survey



Community Events/Workshops

In collaboration with the City of Montebello Staff, the Project Team created material and participated in its distribution in three already scheduled citywide in-person events. The events provided the opportunity to set up booths and activities to interact with members of the community regarding pertinent transit and infrastructural issues they face on a regular basis.

The community events/workshops took place on the following dates:

- » Community Event #1 Heritage Festival – October 16, 2022
- » Community Event #2 Downtown Street Fest – July 29, 2023
- » Community Event #3 Heritage Festival – October 7, 2023

During the first event, the Team was able to gain insight on what the public would like to see installed in the City as participants placed stickers to cast their votes on street treatments they most desired. Results indicated the top five potential transportation treatments that were favored to be: multi-use paths, urban greening, speed cushions, speed humps, and high-visibility crossings.

The second event took place during the Heritage Festival and it provided the opportunity to showcase two temporary infrastructure elements - separated bike lane and creative crosswalk - from the SCAG's *Go Human* Kit of Parts. Providing the public with a temporary element allowed them to determine whether it was something they would like to be implemented in the future. Votes were casted once more on boards that displayed temporary infrastructure elements. The top five selected were parklets, creative cross-walks, median refuge islands, curb extensions, and separated bike lanes.

The third and final community event, similarly to the first event, allowed the Team along with Montebello staff to host a booth where residents could receive and update on the progress made on the FMLM Plan and five additional input on the project. Boards were once again displayed to collect votes on the intersections and projects that people deemed needed fund-ing prioritization.

Community Event #1



Community Event #2



Community Event #3



Branding and Social Media

Consistency with the City's branding and graphic requirements were met throughout the styles used in all outreach material, surveys, and maps.



- #10275b
- #015aac
- #ed8723

Survey Participants 207

Experience Problems Walking, Cycling or Accessing Transit 61%

Top Three Problematic Routes Beverly, Whittier, & Washington Boulevard

Ideas for Improving Access Lighting, Bike Lanes, Crosswalks, Connections, Shade, Sidewalks, Benches . . .

Surveys

Community input is a key component to the planning process. Therefore, a survey was created to compile the locations and transit routes where the public identifies problem areas throughout the city. The survey was available through the Project Website as well as distributed at pop-up events and available from October 2022 - February 2023. The survey was promoted through flyers and social media (See Appendix D) over several weeks.

A total of 209 people participated in the survey where they expressed the problems and challenges they face when walking, bicycling, or accessing transit in the City. The issues reported by participants ranged from issues of poor connectivity to the lack of parking and pedestrian crossing distances.

ES.4 Policy Development

Upon an in depth analysis of the data obtained from the planning process, best practice policies recommendations were made to help guide infrastructure improvement. Specific FMLM Action items were created in conjunction with Montebello's 2023 General Plan:

- Policy 1** Support and promote walking, biking, and other non vehicular modes as an alternative to driving within Montebello. (General Plan 4.1)
- Policy 2** Provide clean, safe, and comfortable bus stops and bus stop access to encourage transit use.
- Policy 3** Provide safety amenities at bus stops.
- Policy 4** Utilize complete street strategies to improve bus stop accessibility.
- Policy 5** Utilize traffic calming and safety countermeasures to improve accessibility to bus stops and the Metrolink Station.
- Policy 6** Develop programs to encourage transit use and safety.
- Policy 7** Develop programs to encourage safety at bus stops and the Metrolink Station.

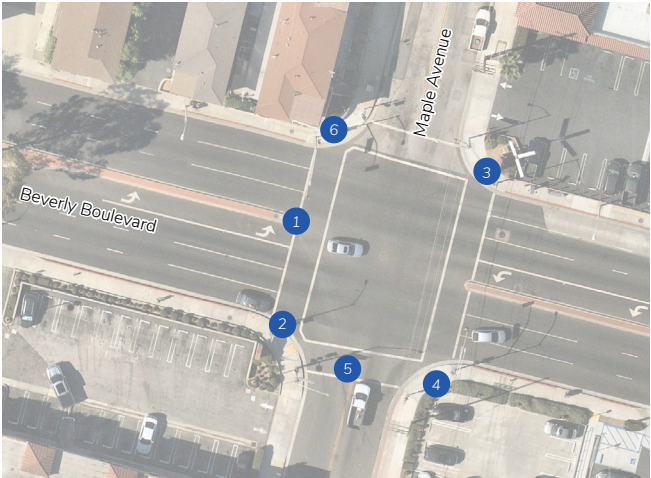
ES.4 Projects

Project recommendations were developed for funding prioritization with feedback from the TAC, the public, the Level of Stress (LOS) analysis, as well as from the existing conditions analysis.

The five prioritized projects identified focus on transit stops with high-volume and high-need. The Plan recommendations can be replicated in other areas where bicycle, pedestrian, and traffic calming treatments are needed for the refinement of transit access.

- » **Priority Project 1:** Beverly Boulevard and Maple Avenue
- » **Priority Project 2:** Whittier Boulevard and Garfield Avenue
- » **Priority Project 3:** Whittier and Montebello Boulevard
- » **Priority Project 4:** Washington Boulevard and Greenwood Avenue
- » **Priority Project 5:** Madison Avenue Neighborway

Priority Project 1



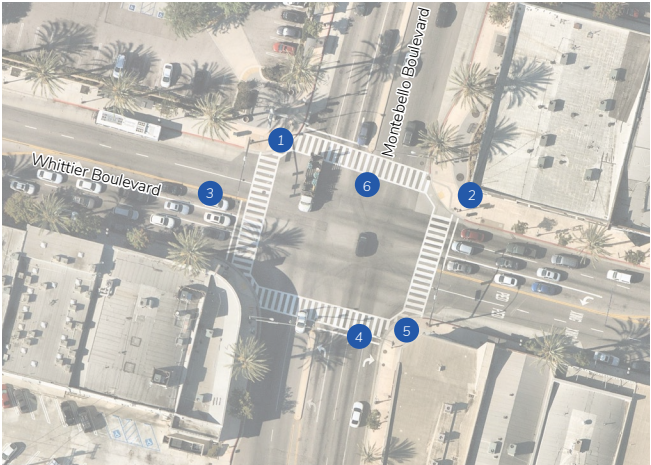
Beverly Boulevard + Maple Avenue

Priority Project 2



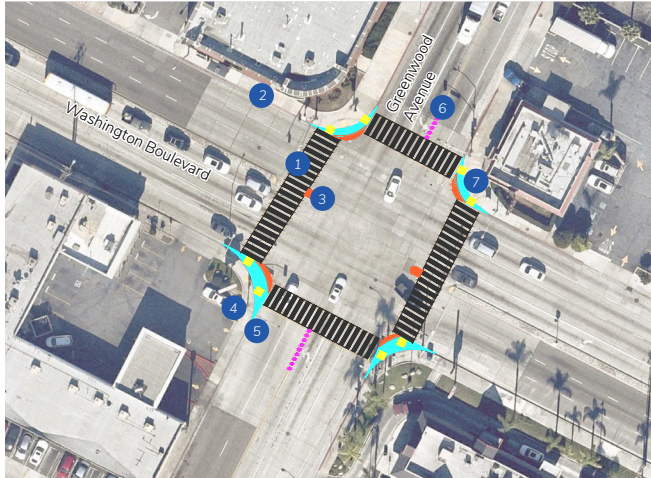
Whittier Boulevard + Garfield Avenue

Priority Project 3



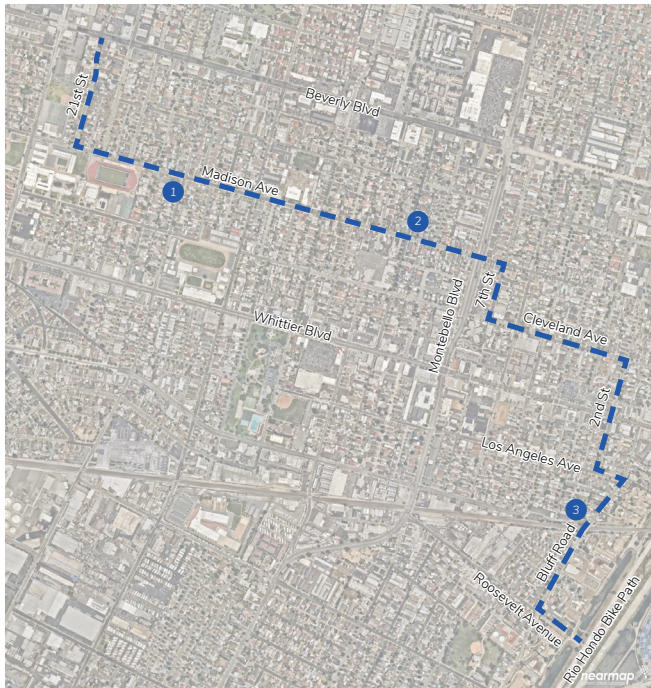
Whittier + Montebello Boulevard

Priority Project 4



Washington Boulevard + Greenwood Avenue

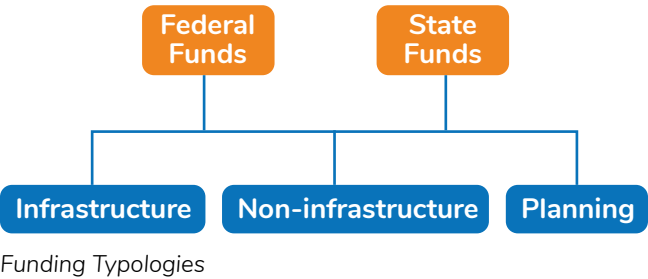
Priority Project 2



Madison Avenue Neighborway

ES.4 Funding

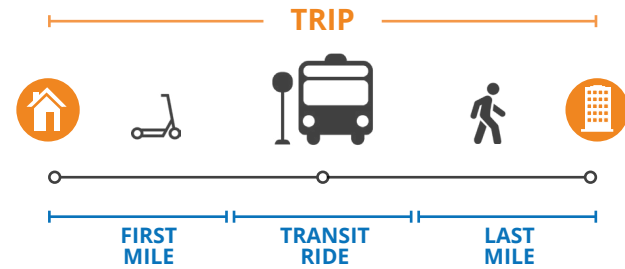
The final chapter of this Plan was developed to serve as a toolkit with the addition of Cost Estimates and Funding Resource Tables to provide guidance to the City of Montebello as they move forward in the planning process and the pursuit for grants and funding to develop the desired changes outlined throughout this Plan. It is important for the City to coordinate efforts with adjacent jurisdictions on projects as it can strengthen applications at the time of applying for funding.





1.1 WHAT IS THE “FIRST AND LAST MILE?”

First and last mile is the experience that links people to and from transit and connects their origins and destinations. Public transportation rarely stops directly in front of a passenger’s origin or destination. That’s why transit users often rely on other ways to get to and from their bus stop, like walking or using a wheelchair, riding a bike, using an e-scooter, or other forms of micromobility to access transit. These types of connections are referred to as “first and last mile” methods of travel, although actual distances are of course different for every person.



Oftentimes, there are barriers that make accessing transit less attractive, such as a busy intersection or lack of bike lanes and sidewalks. While there are numerous strategies that can close this first and last mile gap, the emphasis of this Plan is on improving the pedestrian and bicycling environment around bus and transit stations.

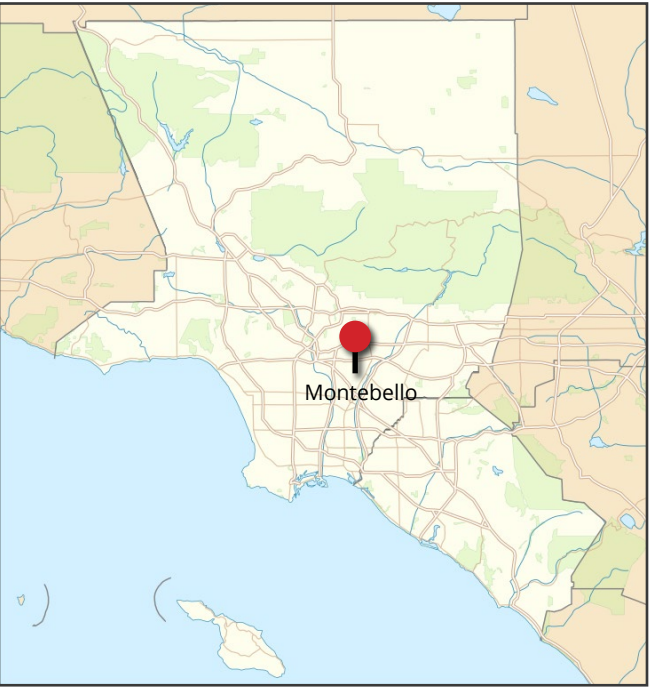
1.2 STUDY AREA

Montebello, which is Italian for “Beautiful Mountain,” is a city in Los Angeles County, California. It is located southwest of the San Gabriel Valley, and adjacent to and just east of East Los Angeles. Montebello has an area of 8.4 square miles and a population of 63,000 (U.S. Census).

Because the City of Montebello is located so close to the second largest city in the United States, a city synonymous with excessive congestion, Montebello has found itself surrounded by freeways and criss-crossed by transit lines. The bus system in Montebello is operated by Montebello Bus Lines (MBL), which has grown to be the third largest municipal transport agency in Los Angeles County. Montebello Bus Lines serves 15 communities, providing transport to 3 million passengers on an annual basis.

MBL is continuously looking to expand its customer base by developing first and last mile connections, which results in everything from carbon footprint re-

ductions to health benefits for its users traveling to and from their destinations, usually by foot. The key is determining the exact roadmap, starting with the purpose of the plan.



Map of Los Angeles County

1.3 PURPOSE OF THE PLAN

The purpose of the Montebello First Mile Last Mile (FMLM) Master Plan is to provide City staff with a roadmap to further assist and support residents and daily commuters to travel safely on their first and last mile trips within the service area through a Vision Zero approach. In order to do this, the FMLM analyzed existing conditions at high-volume transit stops, traffic collision data, and community feedback. Potential solutions were evaluated to improve safety for all modes of transportation in these areas, which could then be applied in other locations throughout the MBL service area.

The FMLM is one of the City’s first steps to comprehensively improving the reliability and safety of MBL’s service. This plan:

- » Maximizes the Plan impact by prioritizing bus stops more frequently used and located in the most concerning transit corridors
- » Produces a prioritized list of active transportation projects adjacent to major bus stops for future rounds of grant funding

- » Identifies community-preferred non-infrastructure safety improvements that have proven successful at other agencies and are applicable to the City
- » Pairs infrastructure improvements with a robust safety campaign that educates residents on how to reduce risk while using active transportation
- » Proposes new metrics to track FMLM progress

Improving access to transit both enhances the experience for existing users and attracts potential new transit users. This can be achieved by identifying real or perceived barriers from residential and commercial areas to transit origins and destinations, and designing cost-effective improvements to reduce or remove these barriers.

Public Input in Montebello and Road Safety at SCAG

Based on public feedback received at outreach events in Montebello, improving both the perceived and actual safety (based on speed and volumes of motor vehicles) at and to bus stops in Montebello is the most critical issue to improving the first/last mile connections. The safety issue is also one of SCAG’s top priorities. SCAG’s commitment begins with understanding existing conditions and asking: What is happening? Where is it happening? When is it happening? Who is it happening to? And, most importantly- Why is it happening? As part of its commitment to improving safety across the regions, SCAG funds safety plans such as this one.

Each February SCAG establishes safety targets for five performance measures:

1. Number of Fatalities
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 million VMT
5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries

“Southern California is home to roughly 19 million people, about half the entire state’s population, and 13 million licensed drivers. We rely on our cars, buses, rail lines, bicycles, and feet to get around. And we’re getting around a lot. We travel almost 430 million miles every day. That’s equivalent to 17,911 trips around the world every day. The thing is, we

aren’t going around the world. We’re going to work, the grocery store, to visit our grandma, and to our child’s soccer game. With all that traveling, it’s not surprising that mistakes are getting made. At the wrong moment, we might take a quick glance at a text message, rush to make it through a traffic signal, or forgo the intersection to cross midblock. The consequences of these mistakes can last a lifetime.” - From SCAG’s Regional Transportation Safety Existing Conditions Report

SCAG also developed a high-injury network (HIN) to demonstrate where high concentrations of fatal and serious collisions occur in the region. A HIN, however, is not an assessment of whether a street or location is dangerous. Rather, an HIN suggests corridor characteristics within a transportation network that carry a higher risk of injury. This allows SCAG to help cities to:

- » Identify areas of need
- » Provide agency staff with more information on where they can focus limited resources
- » Provide opportunities to understand how communities of concern or disadvantaged communities are impacted by higher rates of collision and serious injury
- » Assist with building greater public and political support.

In addition, SCAG provides additional resources in the form of the Safe and Active Streets Working Group, a Transportation Safety Program and the Go Human Campaign.



2 | Existing Conditions

2.1 LAND USE

Montebello is a city in Los Angeles County, located just east of East Los Angeles and southwest of the San Gabriel Valley. The surrounding cities are Monterey Park, and Rosemead to the north, Commerce to the south, Pico Rivera to the east, and Los Angeles to the west. Understanding the existing roadway conditions and land use as well as other context-sensitive information in Montebello is critical for the first mile/last mile planning process. This chapter uses various datasets collected from GIS resources such as from SCAG and the Transportation Injury Mapping System (TIMS). Topics discussed in the following sections include Montebello’s land use, bicycle and pedestrian collision history, and boarding and alighting volumes at the bus stops across the City.

Aside from the aforementioned data from SCAG and TIMS that is summarized and analyzed, this section maps out the Existing Transit Network, Existing Pedestrian Network, and the Existing Bicycle Network. It also delves into the numerous walk audits and bicycle audits performed as part of this study.

The datasets in this chapter provide valuable information and help create meaningful discussions on how each of the topics supports or impedes first mile/last mile planning within the City.

Figure 2-1 shows land uses within the City of Montebello plus some surrounding City land uses for context including the cities of Monterey Park and Rosemead to the north, Commerce, Bell Gardens and Downey to the south, Pico Rivera to the east, and East Los Angeles to the west.

Existing land use patterns in Montebello are typical of many Southern California communities. Commercial land uses primarily occur along major thoroughfares such as Beverly Boulevard and Whittier Boulevard near the middle of the City. Additional commercial and concentrated industrial uses are in the southern end of the City into the adjacent City of Commerce. More recently developed commercial retail centers are located at the north edge of the City off State Route 60. A mix of residential land uses dominate the central portion of the City with a classic grid pattern local road system and more recent meandering road system in the northern quarter of the City. The four maps in the subsequent four pages show the four quadrants of the City with the aforementioned land uses.

There are twenty-eight public elementary, intermediate, and high schools in the Montebello Unified School District, twelve of which reside in Montebello city proper. Most of the schools are located between the Whittier Boulevard and Beverly Boulevard corridors, with several others sprinkled through the City. Most schools within the City are located within a quarter mile, or five-minute walk, of a park. There are seven parks sprinkled throughout the City, not including open space such as the Whittier Narrows Recreation Area outside the northeast edge of Montebello, the Resurrection Cemetery, Rio Hondo Channel and the Montebello Country Club. It is important that the bicycle and pedestrian infrastructure exists to support travel between educational institutions and public parks to better connect people to places.

The City’s Downtown area spans three distinctive walkable neighborhoods along Whittier Boulevard running east to west through the heart of the City. This major commercial and dining destination, alongside the local schools and parks, are key land use areas that draw both residents and visitors. Additional regional retail centers are located at the City’s north edge off State Route 60. With the high quality MBL transit system, plus all future improved active transportation networks, the goal is for all the residents of Montebello to be able to access these destinations safely, comfortably, and efficiently.

To be eligible for State funding to improve the networks, a City’s bicycle and pedestrian plan must address connections between specific activity center types. Identifying these centers, and their appeal for the community, is essential to creating useful bicycle and pedestrian networks, and securing necessary funding for design and construction.

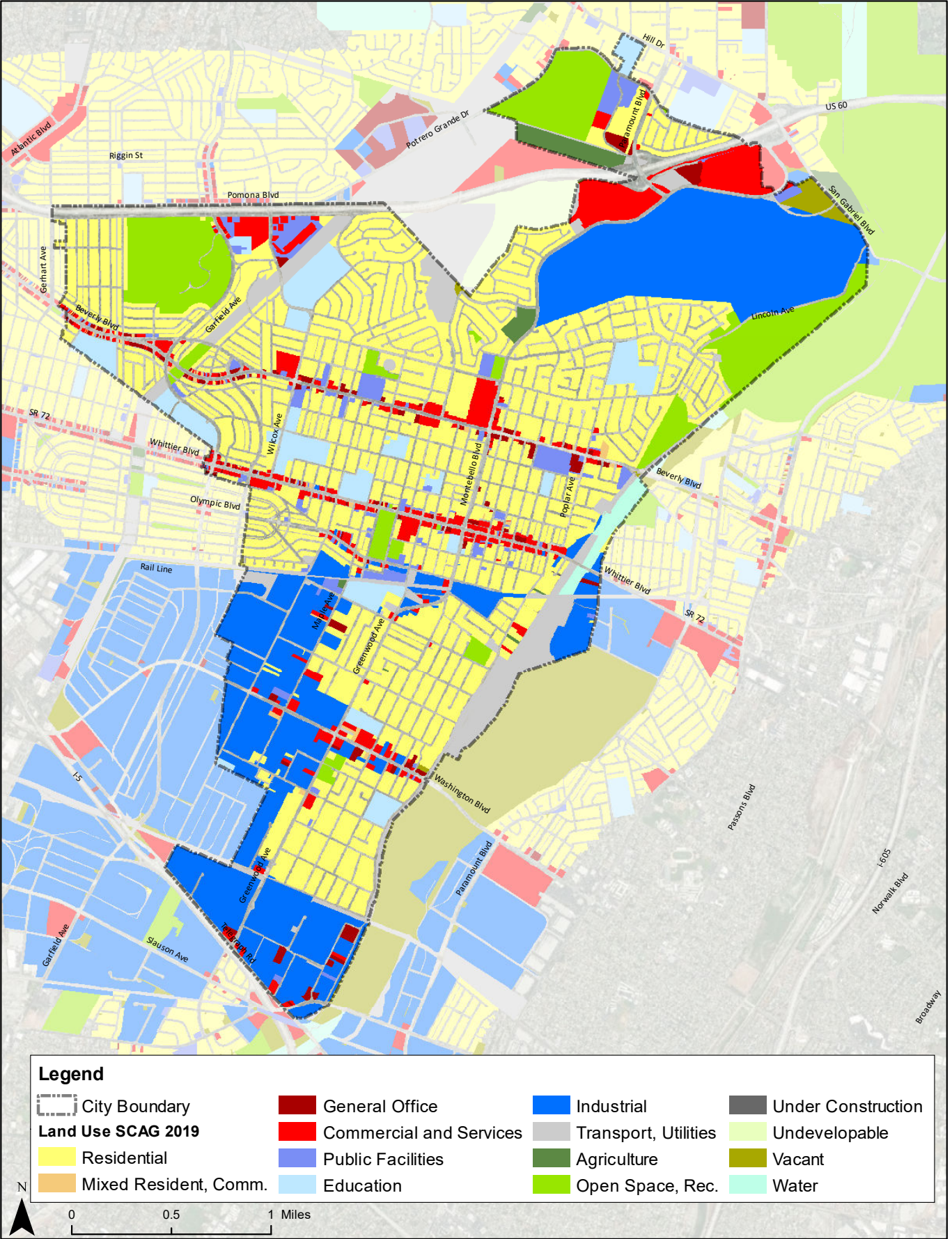


FIGURE 2-1: Montebello Land Use

2.2 EXISTING TRANSIT NETWORK

Montebello Bus Lines (MBL) is the third largest municipal bus system in Los Angeles County, with a fleet of 66 buses and provides service to the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whittier, and portions of Unincorporated Los Angeles County. MBL operates seven local routes, one express route connecting Montebello and Downtown Los Angeles, a semi-fixed-route feeder service, and a Dial-A-Taxi. Serving more than seven million passengers over the past ten years, MBL is committed to providing comprehensive public transportation services and maximizing the comfort and safety of all users.

Figure 2-2 shows all 862 MBL bus stops that serve the City of Montebello and adjacent cities.

Within the City of Montebello, there are 189 bus stops, as seen in Figure 2-3. Primary transit corridors in the City of Montebello follow Beverly Boulevard, Whittier Boulevard, Washington Boulevard, Wilcox Avenue, Greenwood Avenue and Montebello Boulevard. Beverly Boulevard, Whittier Boulevard and Washington Boulevard run east-west and the latter three run north-south.

The most heavily utilized bus stops for both boardings and alightings are along Whittier Boulevard, Montebello Boulevard, Beverly Boulevard, and The Shops at Montebello. Additionally, there are high numbers of boardings at Beverly Boulevard and Wilcox Avenue. As Beverly and Whittier Boulevards are the two main east-west commercial corridors and Montebello Boulevard at Greenwood Avenue are the primary north-south corridors, it is expected that they have the heaviest transit use.

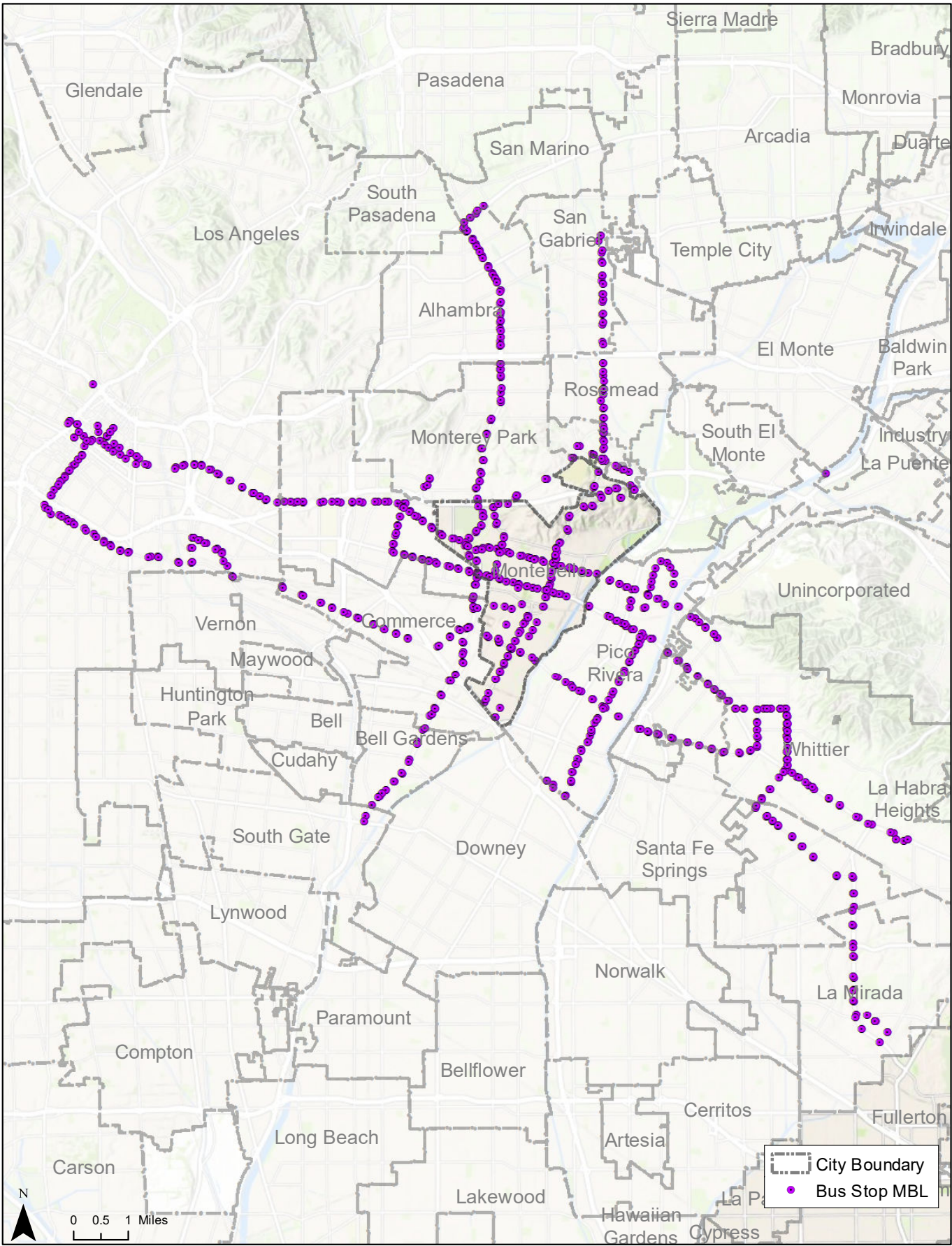


FIGURE 2-2: Montebello Bus Lines Bus Stops Systemwide

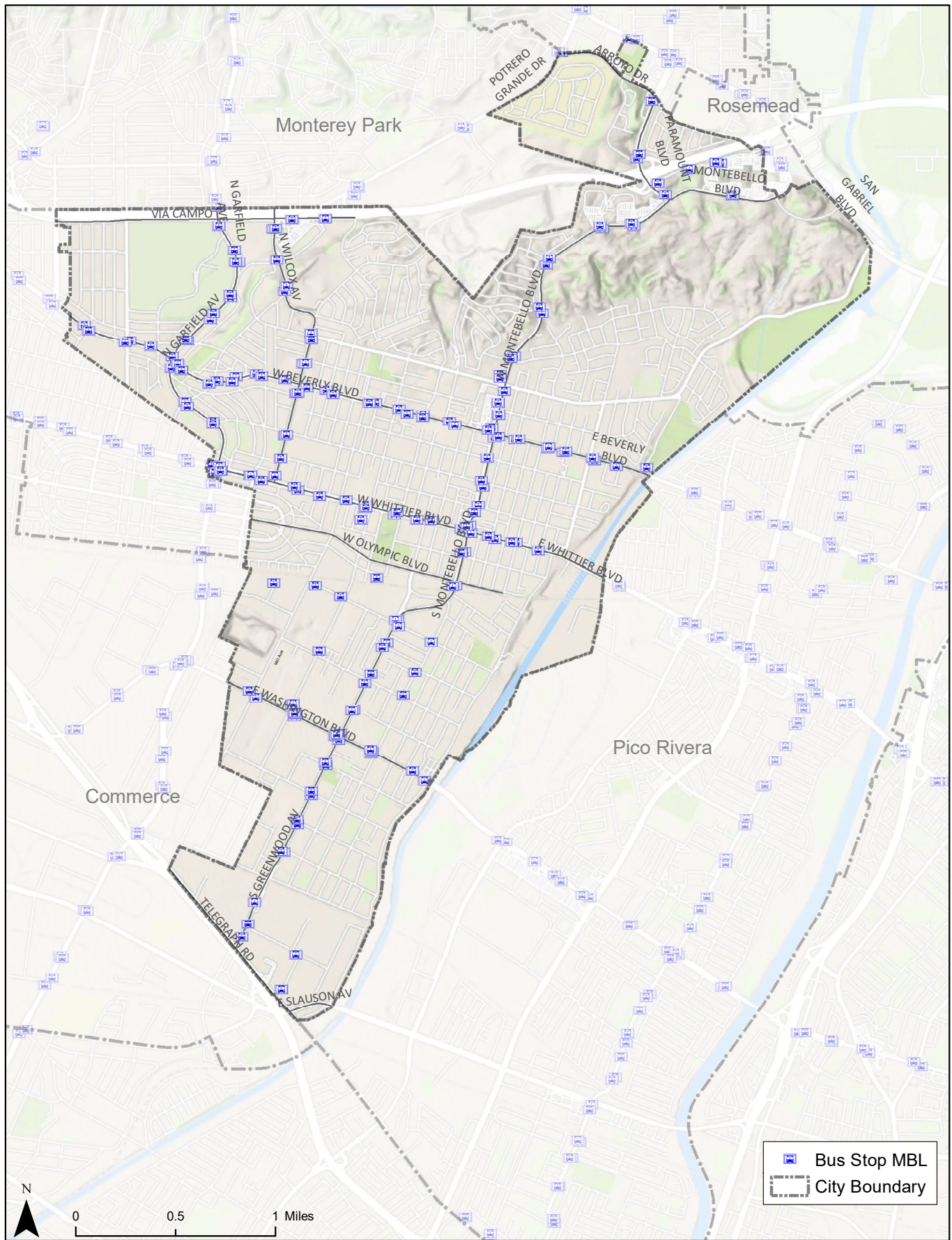


FIGURE 2-3: Montebello Bus Lines Bus Stops within City limits

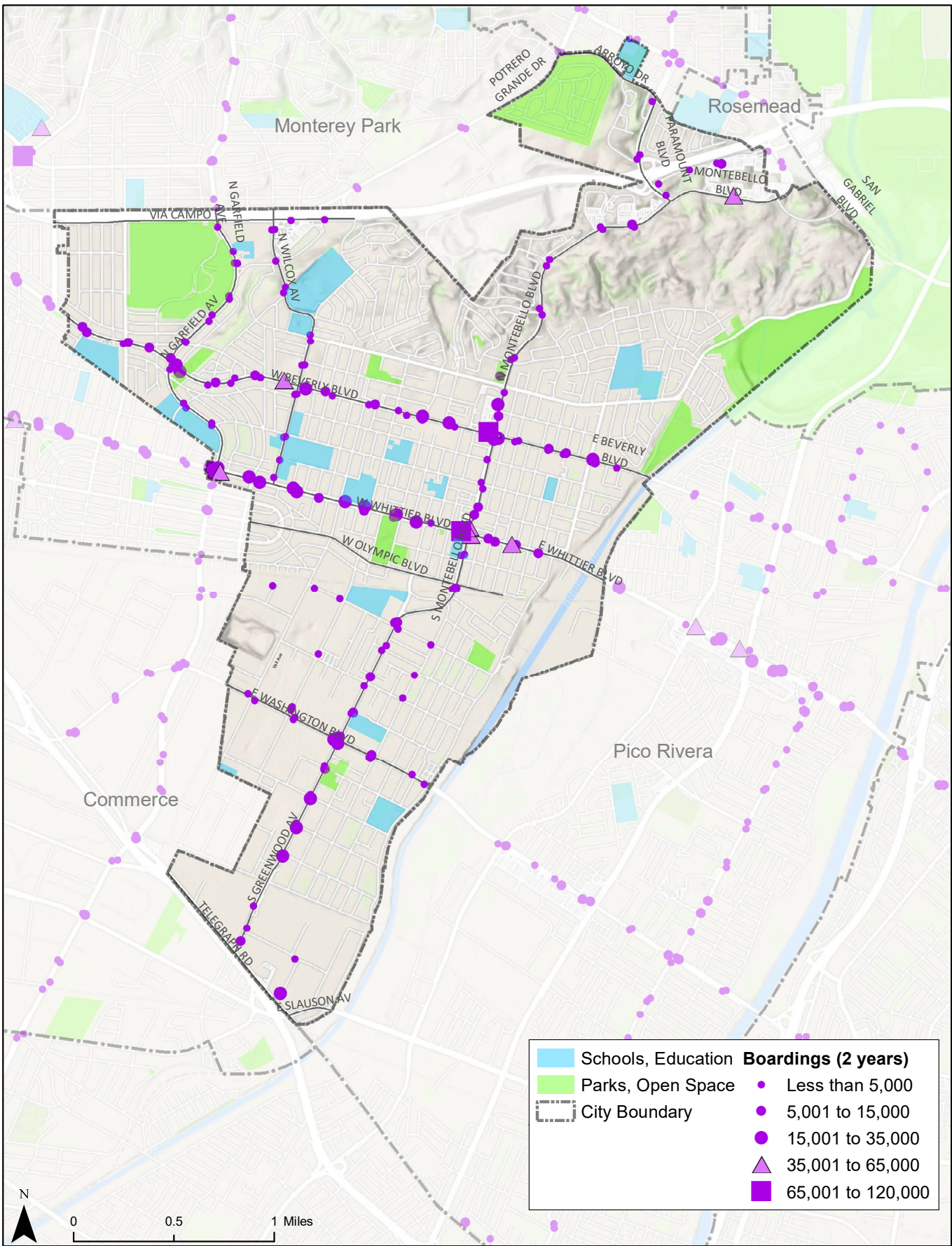


FIGURE 2-4: Montebello Bus Lines Boardings

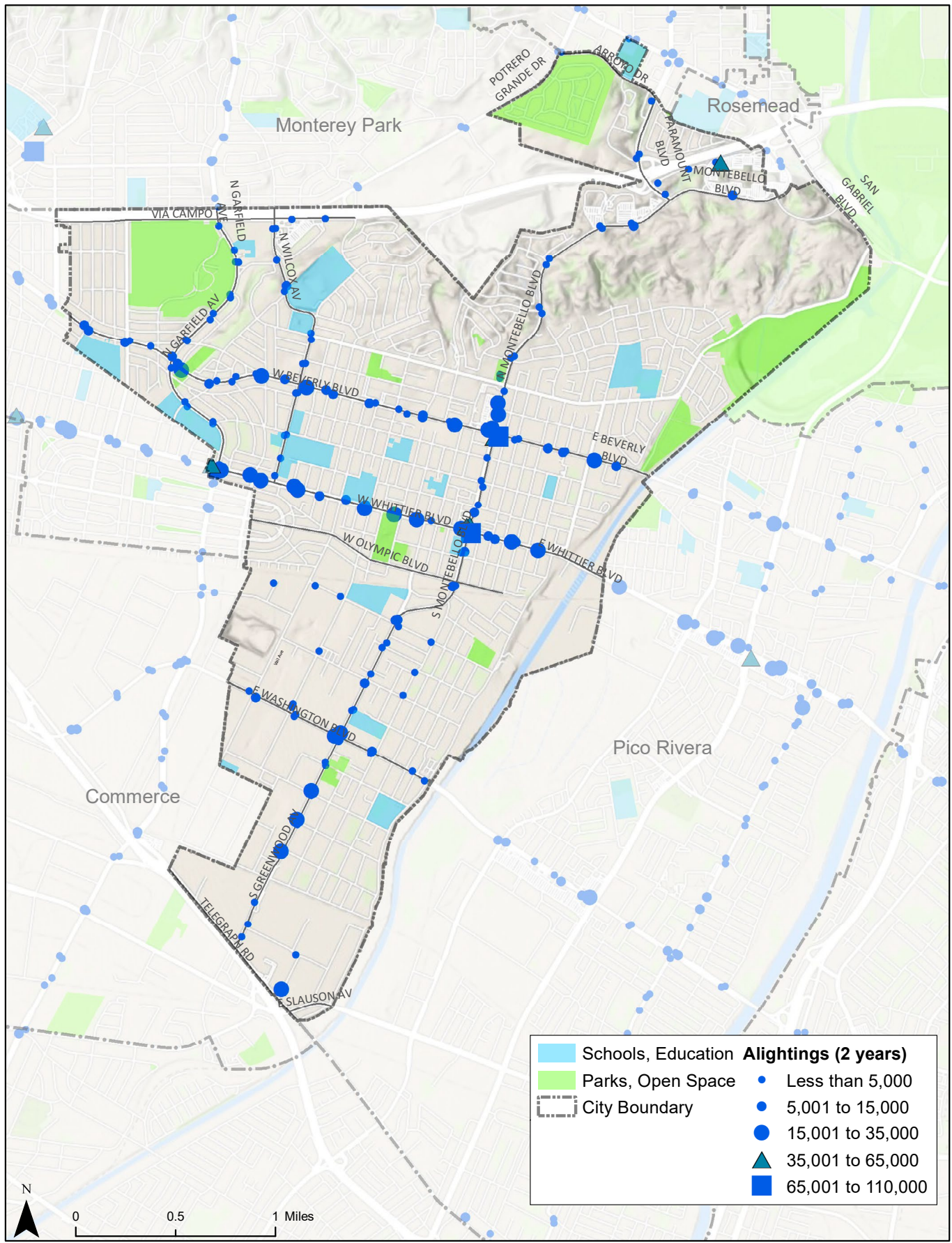


FIGURE 2-5: Montebello Bus Lines Alightings

2.3 EXISTING PEDESTRIAN NETWORK

The City of Montebello is considered somewhat walkable with a walk score of 66, according to WalkScore.com. Walk Score determines the central, west portion of the City as the most walkable, which mirrors the locations of some of the busiest transit stops: Whittier Boulevard at Garfield Avenue, Whittier Boulevard at Montebello Boulevard, and Montebello Boulevard at Beverly Boulevard. A strong transit corridor boosts walkability through access, safety, and comfort. City policy recommends safety improvements, where feasible. Recommendations of this report look carefully at improving perceived and actual safety at these high-volume transit stops through the addition of pedestrian amenities such as curb ramps, bus boarding areas, connecting sidewalks, improved sidewalks, lighting, seating, and crossings.

The City of Montebello has an extensive network of sidewalks that connect nearly all areas of the City with the exception of a few relatively small gaps as shown in Figures 2-6 through 2-9. KTUA developed the sidewalk data layer by reviewing high resolution aerial imagery to find gaps in sidewalks, then digitizing a single line approximately at the center of each sidewalk's width and then lines were drawn for the full length of the existing sidewalk gap. As shown in the following figures, the sidewalk gaps are not at locations with pedestrian collisions suggesting the gaps in sidewalks are not the cause of pedestrian collisions with vehicles. Though not the cause of many collisions, the lack of a continuous sidewalk network inhibits a comfortable walking environment, discourages pedestrian activity, and hinders wheelchair accessibility. Most sidewalk gaps are located at residential front yards except for a few short segments of commercial area on Olympic Boulevard, 4th Street, Greenwood Avenue, near the middle of the City and Vail Avenue, Union Street and Gage Road at the south end of the City. A continuous sidewalk network would not only increase pedestrian activity, but especially enhance the pedestrian experience for persons with disabilities, mobility aids, strollers, and the elderly, who may rely on walking and transit as a primary mode of travel.

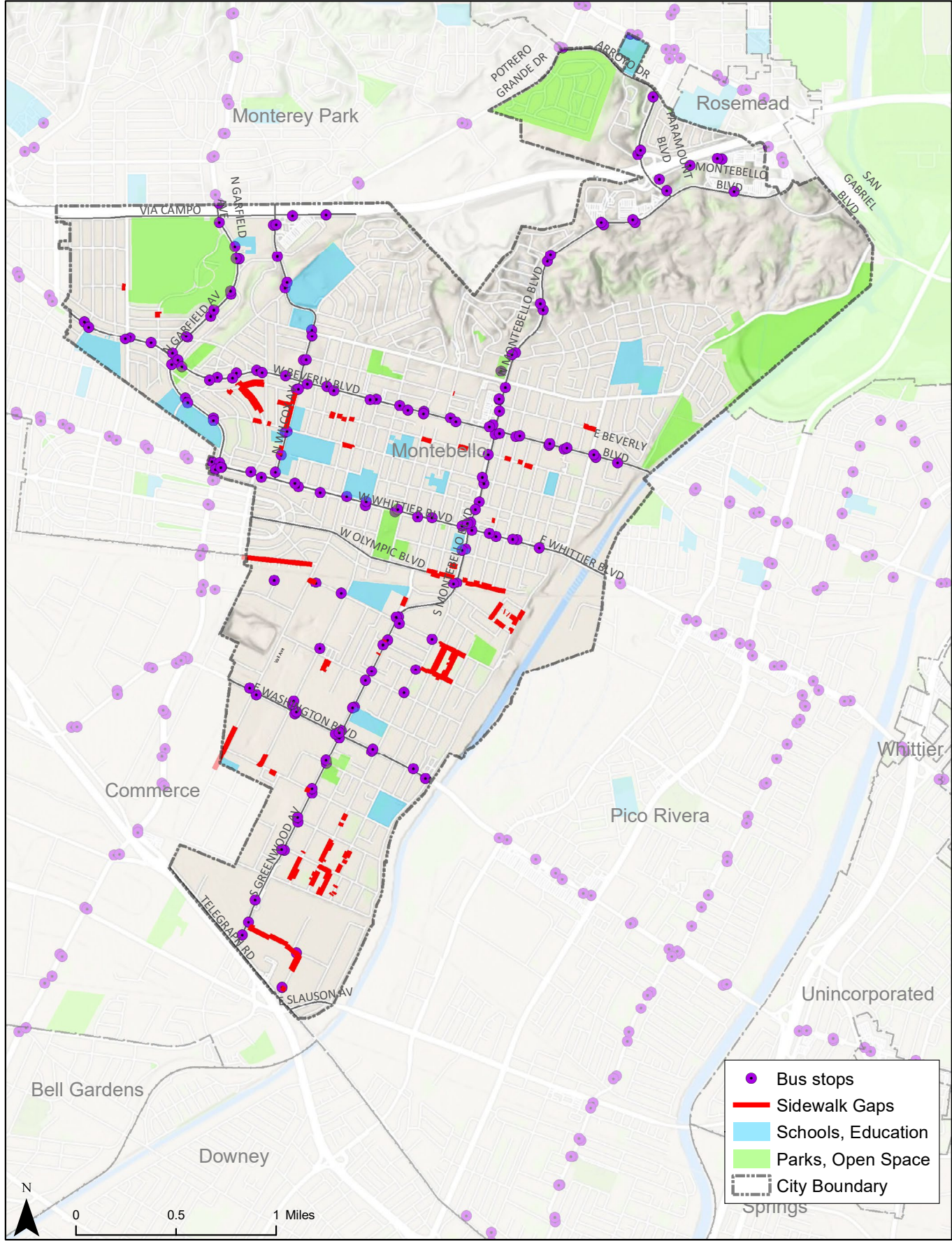


FIGURE 2-6: Sidewalk Gaps

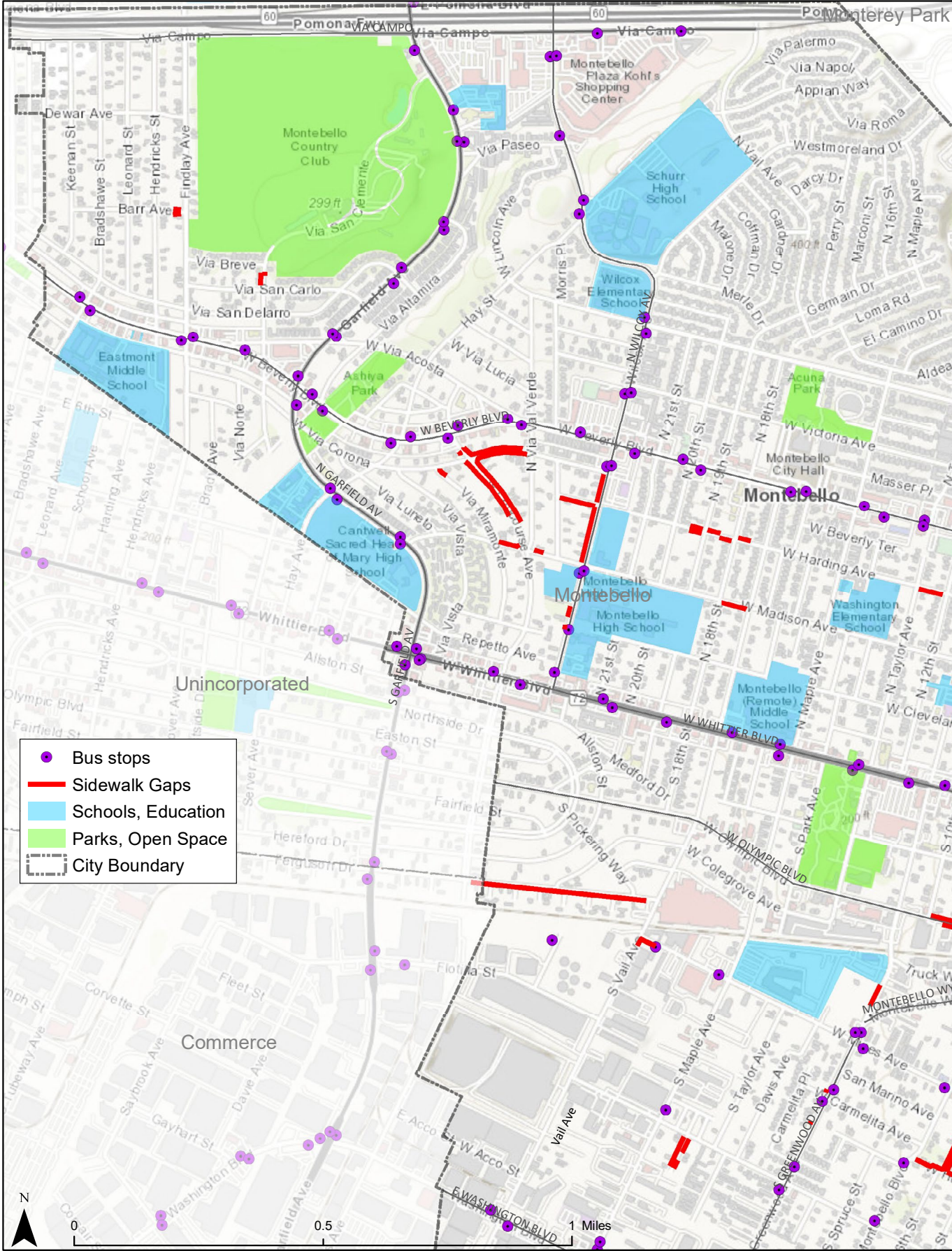


FIGURE 2-7: Sidewalk Gaps, Western Enlargement

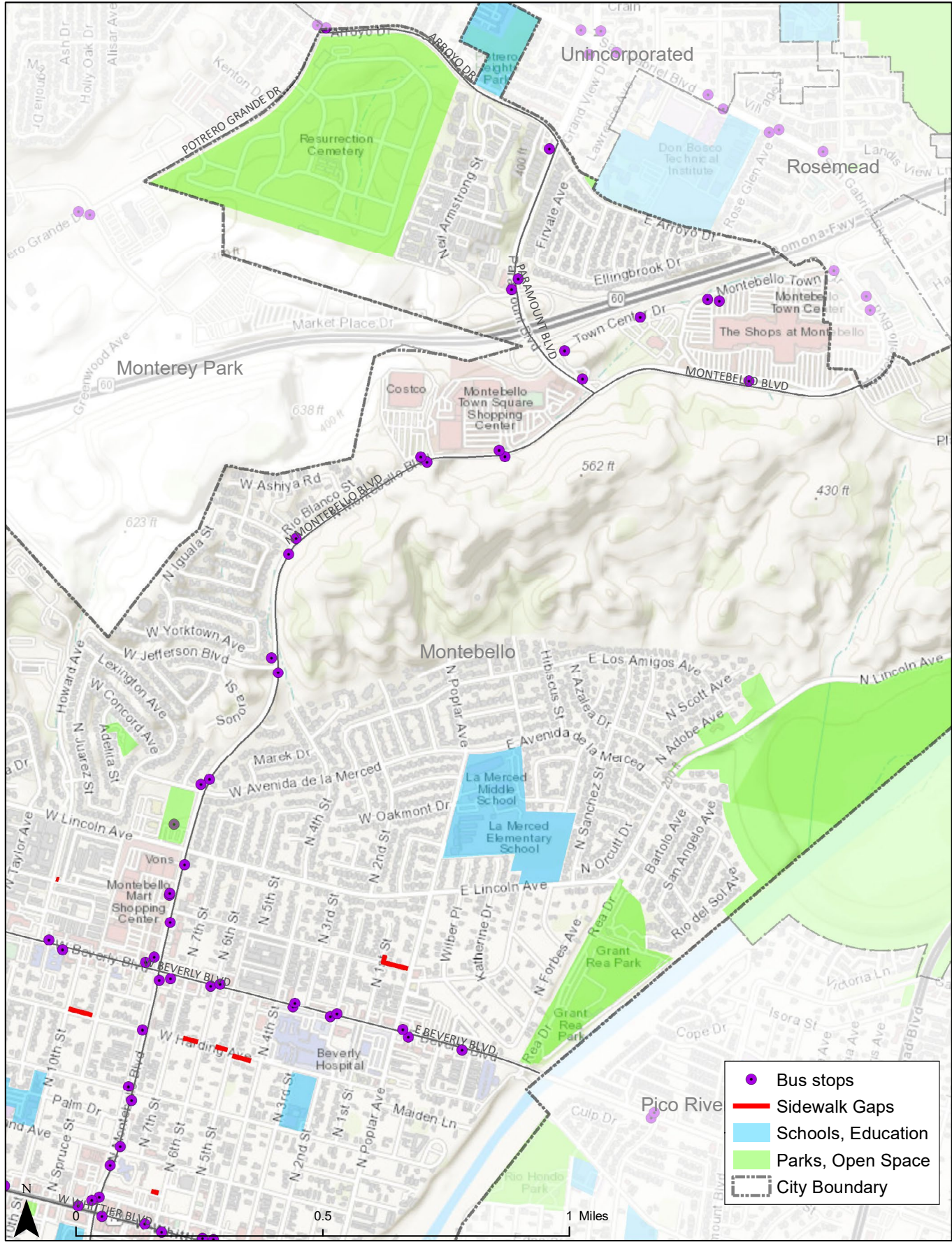


FIGURE 2-8: Sidewalk Gaps, Eastern Enlargement

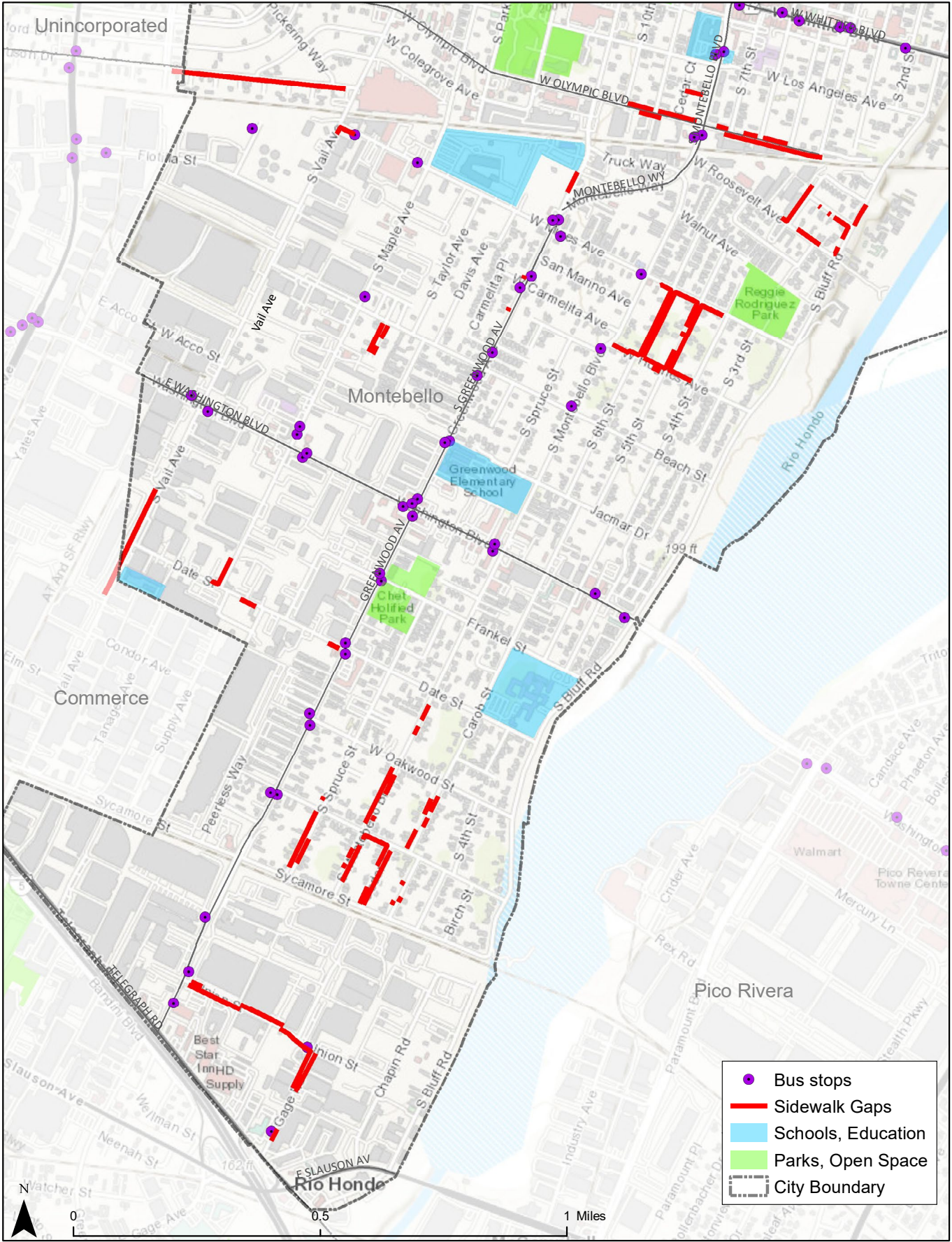


FIGURE 2-9: Sidewalk Gaps, Southern Enlargement

2.4 EXISTING BICYCLE NETWORK

The existing bicycle facility network in Montebello is quite limited. A 5.2-mile segment of the Rio Hondo multi-use bike path exists along the Rio Hondo Flood Control Channel, a 2.2-mile segment of Class 2 buffered and standard bike lanes on North Montebello Boulevard, and a 0.8-mile bike lane on Avenida De La Merced. Figures 2-10 through 2-13 show both existing bicycle facilities (marked with a solid line) and proposed bicycle facilities (marked with a dashed line).

The bicycle network was analyzed for connectivity as part of the community and stakeholder engagement process. The engagement process was used to gather additional input on routes people feel are important and should move forward as recommendations. Although the City does not currently have a substantial bicycle facility network, it has an excellent road grid network, showing the future potential for a top-class bicycle network. The SCAG 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy and the City of Montebello General Plan propose additional bike routes to connect people to City destinations and to the surrounding region.

As shown on the detailed bicycle network figures on the following pages, collisions with vehicles occur frequently on streets that are lacking bicycle lanes. A few streets worth noting in terms of missing bicycle lanes and no plans to install new bike lanes are noted below. If a bike lane, especially a separated bike lane, were installed on these noted streets, they would help reduce, ideally eliminate, injury collisions.

- » Beverly Boulevard across almost the entire City width
- » Wilcox Avenue around Schurr High School
- » Via Campo paralleling Highway 60 at the north edge of the City
- » Maple Avenue near Washington Elementary and Montebello Middle School
- » Cleveland Avenue across the entire City width
- » Los Angeles Avenue east of Park Avenue to the east City limit
- » South Montebello Boulevard south of Roosevelt Avenue to Washington Boulevard
- » Washington Boulevard across the entire City width

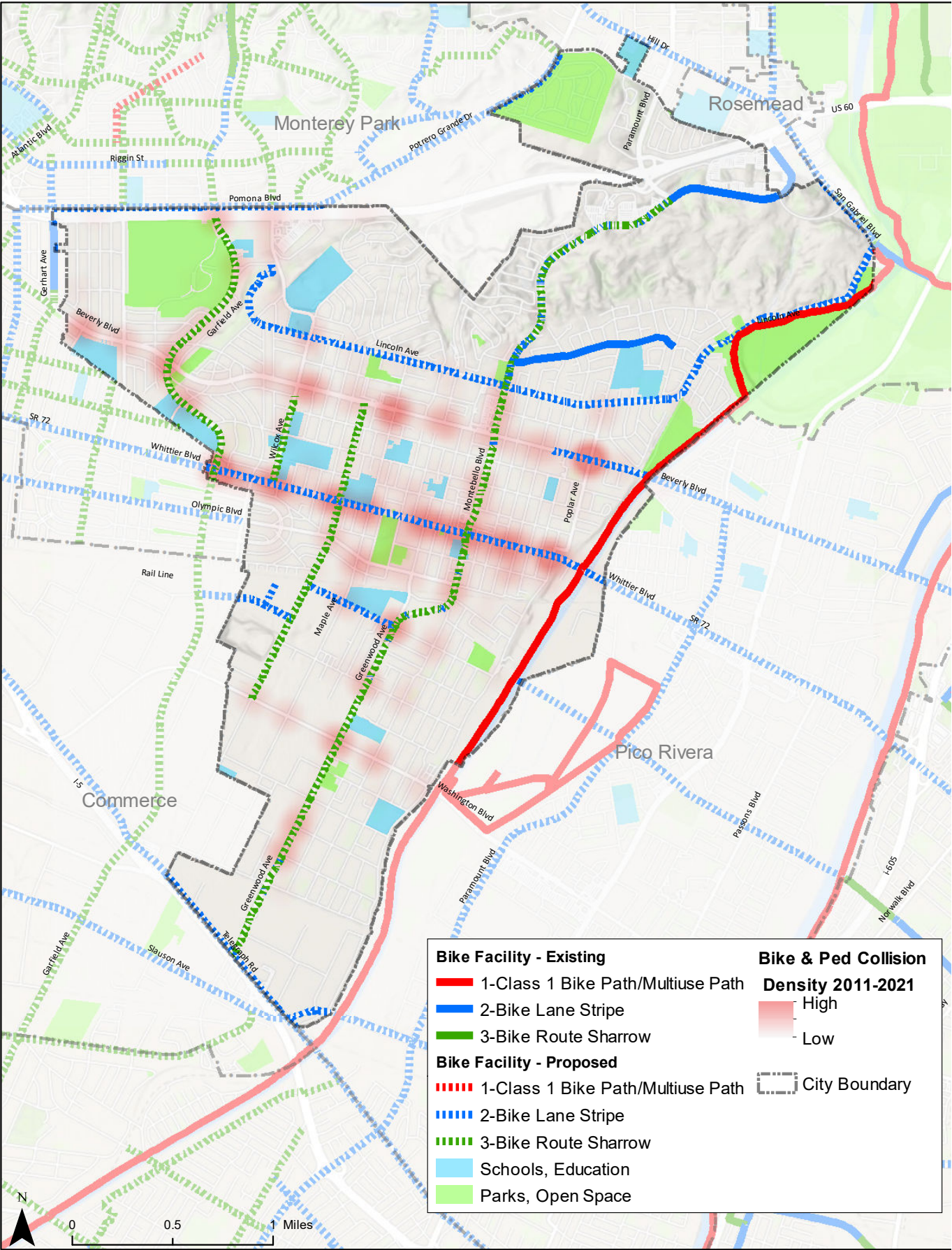


FIGURE 2-10: Bicycle Facilities

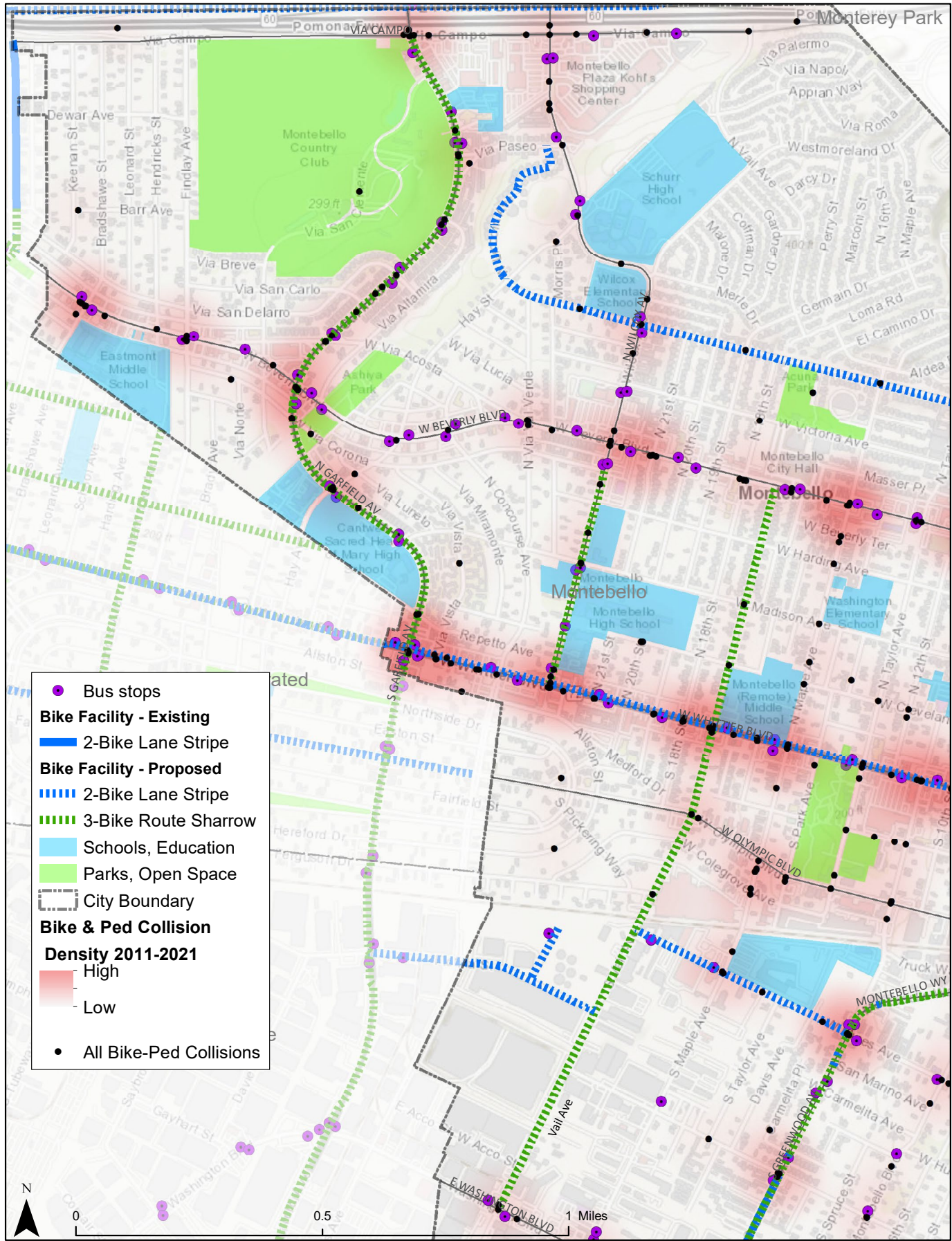


FIGURE 2-11: Bicycle Facilities, Eastern Enlargement

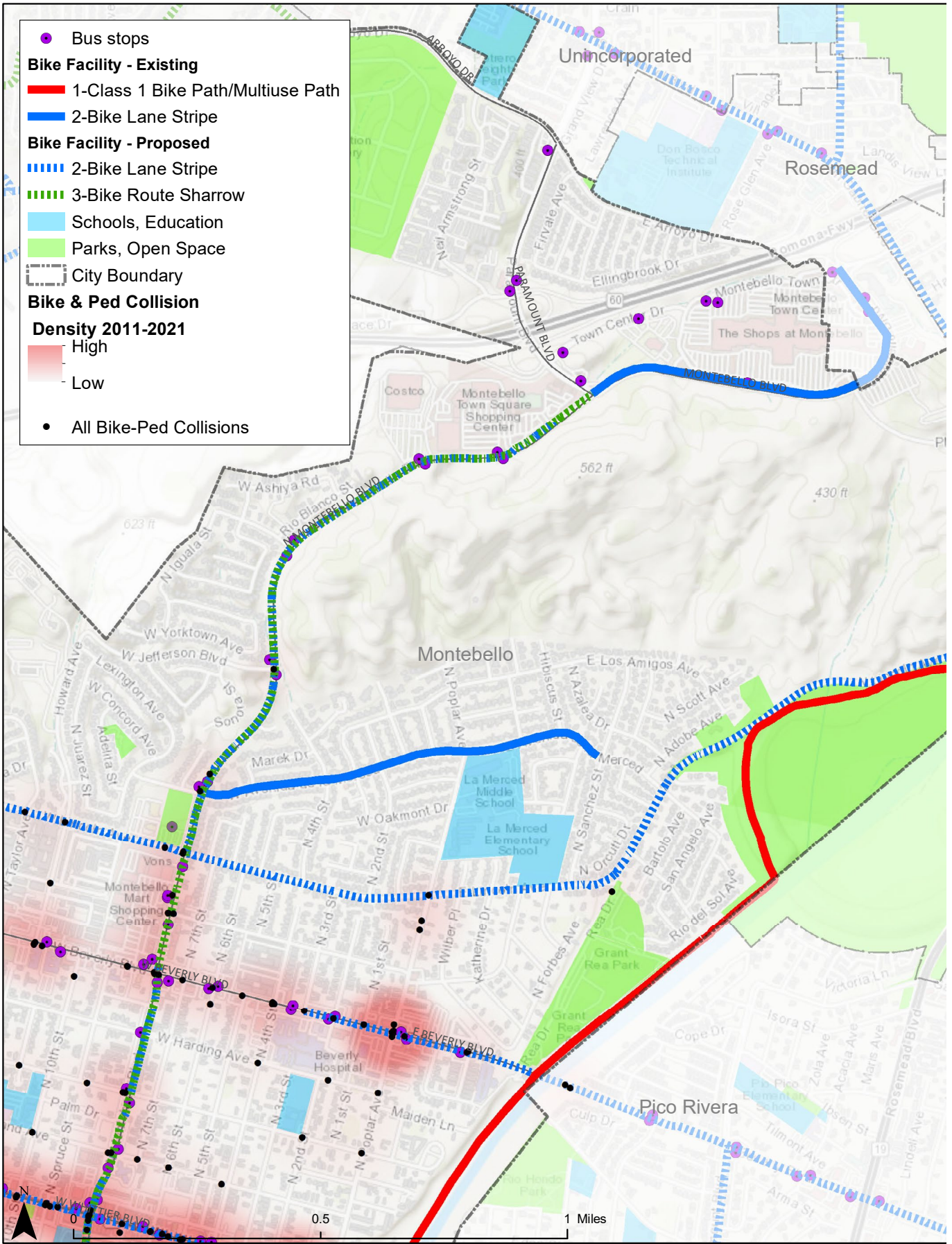


FIGURE 2-12: Bicycle Facilities, Southern Enlargement

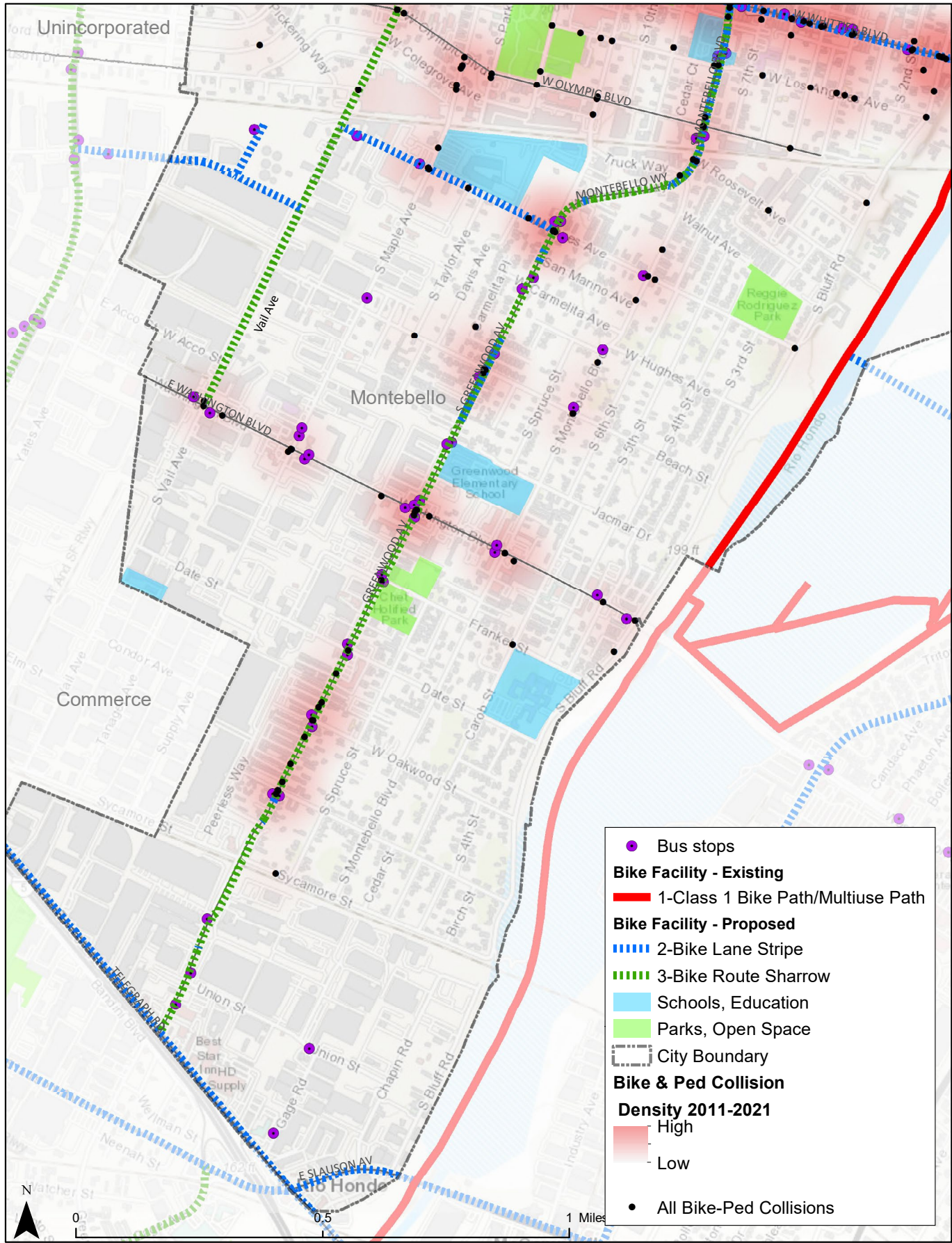


FIGURE 2-13: Bicycle Facilities, Southern Enlargement

2.5 MICROMOBILITY

Micromobility is generally defined as any small, low-speed, human- or electric-powered transportation device, such as bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled devices. Micromobility devices can be individually owned or part of a shared network that includes docking stations and mobile applications. Shared micromobility systems are generally deployed in targeted service areas with the intent to close the “first- and last-mile” connections to complete trips made via other modes, including transit. Micromobility can also provide an alternative form of transportation for those with short trips or commutes to reduce vehicular congestion. Example systems in the region include Lyft Scooters and Veo Micromobility in Santa Monica and Lime Scooter in the City of Los Angeles.

Currently, the City of Montebello does not have an e-scooter or bikeshare program. However, from the General Plan’s Part C, Our Accessible Community chapter, strategies and action items have been developed to improve mobility and first-last mile connections. The implementation of bicycle and pedestrian facilities will be an integral component of the street if micromobility programs are introduced. The following strategies and action items are identified to help the City integrate micromobility and are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- » Support rideshare and shared mobility by providing sufficient curb space for passenger loading at key destinations.
- » Incorporate micromobility (e.g., bike share and scooter share) into transit and active transportation improvements.

Action Items

- » A4.3a The development and implementation of first-last mile (FLM) improvements could include bikeshare and scooter share stations at key destinations.

2.6 MICROTRANSIT

Microtransit refers to pooled rides in shared van shuttles running on fixed or on-demand routes and schedules. An MBL program with similarities is the Metrolink Shuttle which accommodates passengers arriving at the Montebello/Commerce Station to their

desired location. Like buses and ride-hailing services, such as Uber and Lyft, microtransit shuttles can serve unmet mobility needs of underserved populations. Microtransit can benefit many Montebello residents, especially those that live more than a half mile away from the Montebello/Commerce Station or popular destinations within the City. Many low-income transit-dependent households reside where transit service is limited to infrequent circulator buses, limited operating hours, and the need to make multiple transfers to complete trips. Microtransit will make it easier for these underserved residents and those with disabilities to get around.

Fortunately, the General Plan’s Part C, Our Accessible Community chapter, has included strategies to explore microtransit within the City. The following strategies and action items are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- » Study options for supplementing local bus service and improving connections to local destinations and rail stations such as local shuttles, demand responsive services, or microtransit services.

Action Items

- » Improve connectivity within growth neighborhoods, areas of opportunity and for transit-dependent populations to enhance access to local and regional transit services.
- » Explore the feasibility of establishing a microtransit or fixed-route shuttle service to provide convenient access between the future Gold Line Greenwood Station and key local destinations such as the Downtown Specific Plan area, City Hall, and the Beverly Boulevard corridor.

2.7 MOBILITY HUBS

A mobility hub consists of a transit station that provides multimodal transportation options to and from the station and surrounding area. They serve an important function in the regional transportation system as an origin, destination, or transfer point for a significant number of trips. Mobility hubs provide connectivity where different modes of transportation, such as micromobility, ride sharing or car sharing, all come together seamlessly. Ideally a concentration of land uses that support work, live and play is adjacent to a mobility hub but that’s not always the case. Mobility hubs can also have additional amenities such as lighting, shelters, bicycle parking and micromobility docking stations.

Mobility hubs may result in a number of benefits:

- » Increased first and last mile improvements within the surrounding area
- » Increased transportation choices for residents, employees, and visitors
- » Increased transportation choices for residents in disadvantaged communities
- » Decreased dependence on single occupancy vehicles
- » Reduced traffic congestion and vehicle miles traveled
- » Reduced transportation costs

Mobility hubs should be explored at the Montebello/Commerce Metrolink Station, the future Metro light rail Greenwood Station and potentially popular destinations within the City such as the downtown area. The General Plan's Part C, Our Accessible Community chapter, has included objectives to explore mobility hubs and generally improve the Montebello/Commerce Station and supporting transit-oriented development within the City. The following strategies and action items are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- » Implement small- and large-scale mobility hubs at key multimodal transfer points.

Action Items

- » A4.2d Enhance bus stops in the city incorporating high-quality transit stop design and amenities that create a simple, legible, and pleasant experience at the bus stop.
- » A4.2f Coordinate land use and transportation planning efforts to develop transit-supportive land uses near existing and future major transit hubs.
- » A4.3c Create small-scale mobility hubs at key multimodal transfer points.
- » A4.3d Implement larger-scale mobility hubs along Montebello Boulevard and Greenwood Avenue to facilitate multimodal access to/from the future Gold Line Station.



Micromobility example



Microtransit example



Mobility Hub example

2.8 WALK AND BICYCLE AUDITS

Objective

Walk and bike audits were conducted along identified corridors in Montebello to better understand existing pedestrian and bicycle infrastructure, or lack thereof, that may limit active transportation trips to and from transit service. Findings be used to inform recommendations for infrastructure improvements to improve first-last mile connections to transit stops.

Methodology

Twelve audits were conducted over two days in February 2023. Audit routes were identified along corridors with a higher propensity of pedestrian and bicycle crashes to better understand challenges and opportunities in different parts of Montebello. Collision data, available from the TIMS, between 2011-2021 were used to identify walk and bike audit routes. All the walk and bike audits were open to the public except the four conducted with Montebello High School and Schurr High School. Audit routes are listed below and described in more detail in the subsequent section.

- » Walk Audit #1 (Washington Boulevard, Date Street, Montebello Boulevard, and Greenwood Avenue)
- » Walk Audit #2 (Whittier Boulevard from Montebello Boulevard to Bluff Road)
- » Walk Audit #3 (Greenwood Avenue from Date Street to Elm Street)
- » Walk Audit #4 (Beverly Boulevard, Poplar Avenue, Victoria Avenue, and Montebello Boulevard)
- » Walk Audit #5 (Beverly Boulevard from 21st Street to Via Val Verde)
- » Walk Audit #6 (Beverly Boulevard from Maple Street to Montebello Boulevard)
- » Walk Audit #7 (Montebello High School and surrounding area)
- » Walk Audit #8 (Montebello High School and surrounding area)
- » Walk Audit #9 (Wilcox Avenue, Hay Street, Morris Place, and Lincoln Avenue)
- » Walk Audit #10 (Wilcox Avenue, Donta Way, Morris Place, and Hay Street)
- » Bike Audit #1 (Olympic Boulevard, Greenwood Avenue, Beach Street, Vail Avenue, Washington Boulevard and Maple Avenue)

- » Bike Audit #2 (Lincoln Avenue, Poplar Avenue, Madison Avenue, and Maple Street)

For each walk and bike audit, a data collection tool was developed. Each tool included a map of the area to be surveyed and a questionnaire to be completed during the audit. The questionnaire asked participants about the condition and usability of the pedestrian or bike network, including safety, comfort, behaviors, and other general questions. Participants were asked to indicate on the map any issues they encountered during the audit using a number that corresponded to that topic in the questionnaire. Discussions and feedback during the walk and bike audits were also recorded and compiled by the project team.

The audits, the exception being the ones conducted with the high school students, were open to the public. A trilingual flyer (English, Spanish, and Mandarin) was created to invite the public to participate. It was posted on Montebello Bus Line buses and in two local libraries, Montebello City Hall, multiple community centers, and high-volume bus stops within Montebello city proper. The flyer was also posted on Montebello social media channels and the project website.

The following pages provide detailed summaries of the existing conditions observed on each walk and bicycle audit. Included are maps of each route, site photos, and an elaborated explanation of the gaps and deficiencies in the pedestrian and bicycle networks, such as substandard sidewalks, insufficient street lighting and/or crosswalks, lack of adequate bicycle infrastructure, and high-volume, high-speed corridors. It also highlights opportunities where improvements or targeted programs could be expected to result in increased pedestrian and bicycle activity.

2.8.1 WALK AUDIT #1

The walk audit route is in the southern region of Montebello, along Washington Boulevard between Greenwood Avenue and Date Street, and adjacent residential streets. Montebello Boulevard has primarily industrial and residential land uses. The area near the intersection of Washington Boulevard and Greenwood Avenue is the site of the proposed Metrolink Gold Line extension stop. Nearby bus routes include Lines 20, 50, and 70.

Throughout the walk audit, there were various features, or lack thereof, that were observed that contribute to real or perceived safety issues and concerns for pedestrians, as demonstrated in Figure 2-14.

Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and there were a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Speeding was also observed along Washington Boulevard and Greenwood Avenue.



Faded Crosswalk markings at Montebello Boulevard and Washington Boulevard



Sidewalk obstruction just south of Greenwood Avenue and Washington Boulevard

The sidewalks were observed to be in good condition with no major breakages or missing portions along the walk audit route, however the number of obstructions would be difficult for someone with a mobility aid, stroller, or visual impairment. The lack of adequate lighting makes people feel unsafe between dusk and dawn and less inclined to walk, roll, or bicycle if they do not have to.

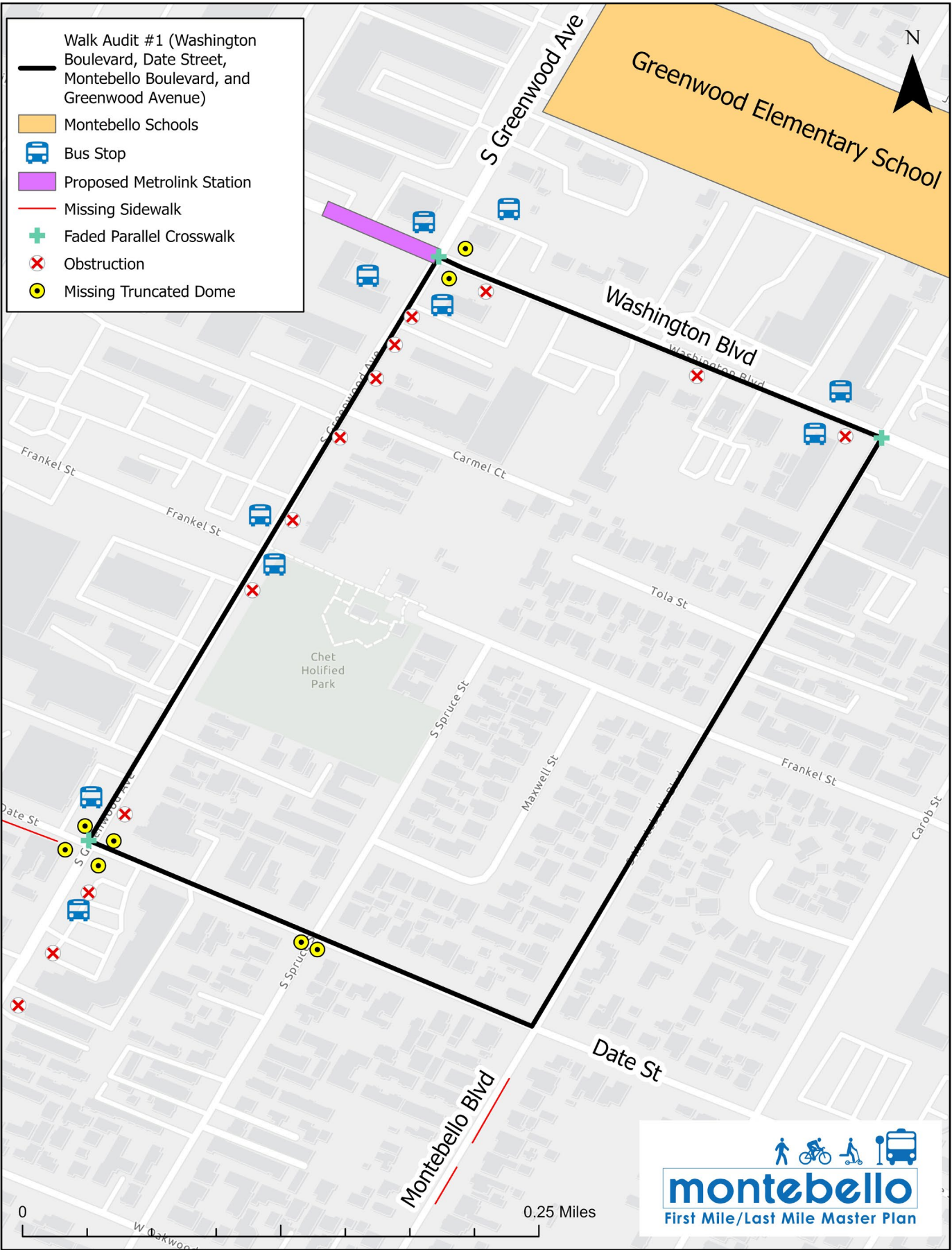


FIGURE 2-14: Existing Conditions along Walk Audit #1 Route

2.8.2 WALK AUDIT #2

The walk audit route was conducted during the post-morning hours in Downtown Montebello along Whittier Boulevard between Montebello Boulevard and Bluff Road. The area is a popular pedestrian destination, especially during the night-time, stressing the importance of lighting and safe crossings. Nearby bus routes include Lines 10 and 20.

The project team observed conditions that would contribute to real or perceived safety issues and concerns for pedestrians. Traffic-controlled intersections were missing audible and pedestrian countdown signals and some of the curb ramps were missing truncated domes. Obstructions, such as utility boxes in the middle of the sidewalk, were observed in a few locations but otherwise, the sidewalk is in good condition.

Unlike other parts of the City, this portion of Whittier Boulevard has pedestrian-scale lighting and sidewalks are slightly wider than seen in other parts of the City, which led to a more positive pedestrian experience. Both parallel and high-visibility crosswalks were observed along the walk audit route. The markings in many locations were faded which is primarily true for the parallel crosswalks.

The corridor was equipped with some bicycle parking along the sidewalk. Bicyclists were also observed riding on the sidewalk since there were no low-stress bicycle facilities in the high-speed, high-volume public right-of-way. This can increase potential conflicts with pedestrians and can create a high-stress pedestrian experience.



Bicycle parking on the sidewalk of Whittier Boulevard



Bicyclist riding on the sidewalk



FIGURE 2-15: Existing Conditions along Walk Audit #2 Route

2.8.3 WALK AUDIT #3

The walk audit route included the portion of Greenwood Avenue between Date Street and Elm Street. This corridor is adjacent to industrial and residential land uses. Line 20 bus route is nearby, running along Greenwood Avenue.

Figure 2-16 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, traffic-controlled intersections were missing audible and/or pedestrian countdown signals, some of the curb ramps were missing truncated domes, and several obstructions along the sidewalk. These obstructions included utility boxes, light poles, fire hydrants and bus benches/shelters.

The sidewalks are in good condition with only one breakage observed along the route. However, the sidewalks are narrow in some locations, which could be challenging for people to walk side by side, for those with strollers, and for those using wheelchairs or other mobility devices. Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads. Lack of proper lighting for pedestrians leads to uncomfortable walking conditions during the early morning and evening hours.



Sidewalk obstructions near Greenwood Avenue and Oakwood Street

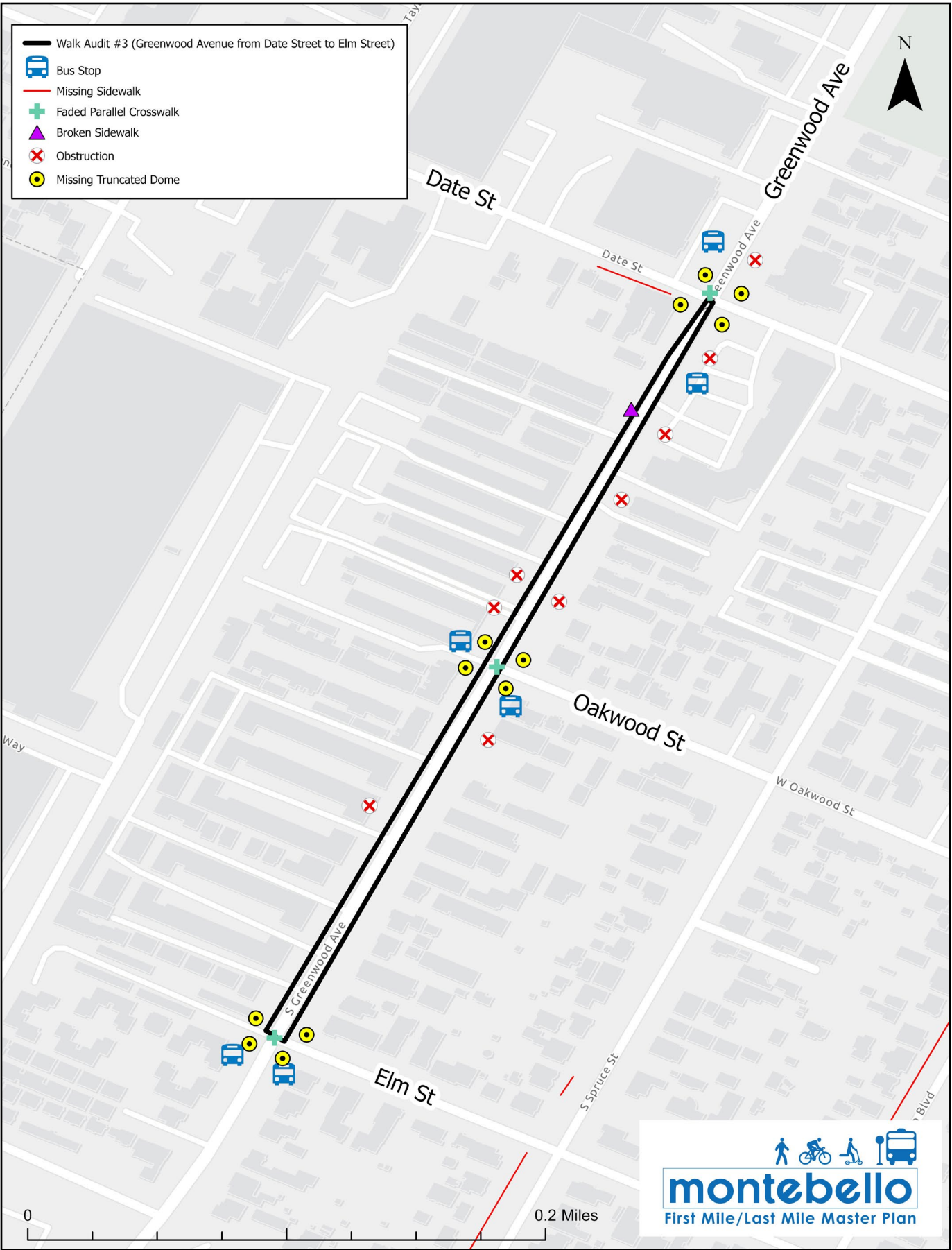


FIGURE 2-16: Existing Conditions along Walk Audit #3 Route

2.8.4 WALK AUDIT #4

This walk audit route included a portion of the Beverly Boulevard corridor from Montebello Boulevard to Poplar Avenue and a residential corridor in Victoria Avenue. The audit took place in an area that is primarily commercial/residential near the Montebello Civic Center. Nearby bus routes include Lines 20, 40, and 90.

Figure 2-17 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and a frequent number of obstructions along the sidewalk, including utility boxes and light poles.

Throughout the audit, the team noticed a few areas of broken sidewalk along the Beverly Boulevard and Victoria Avenue corridors. A pedestrian countdown signal was observed at the intersection of Beverly Boulevard and Poplar Avenue. A mid-block crossing is located at the intersection of 2nd Street and Beverly Boulevard. Although the mid-block crossing exists, vehicles were observed not yielding to pedestrians. Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads which could lead to unsafe conditions for all users during the early morning and evening hours.



No sidewalks on the north edge of Victoria Avenue



Faded crosswalk at Beverly Boulevard and Montebello Boulevard

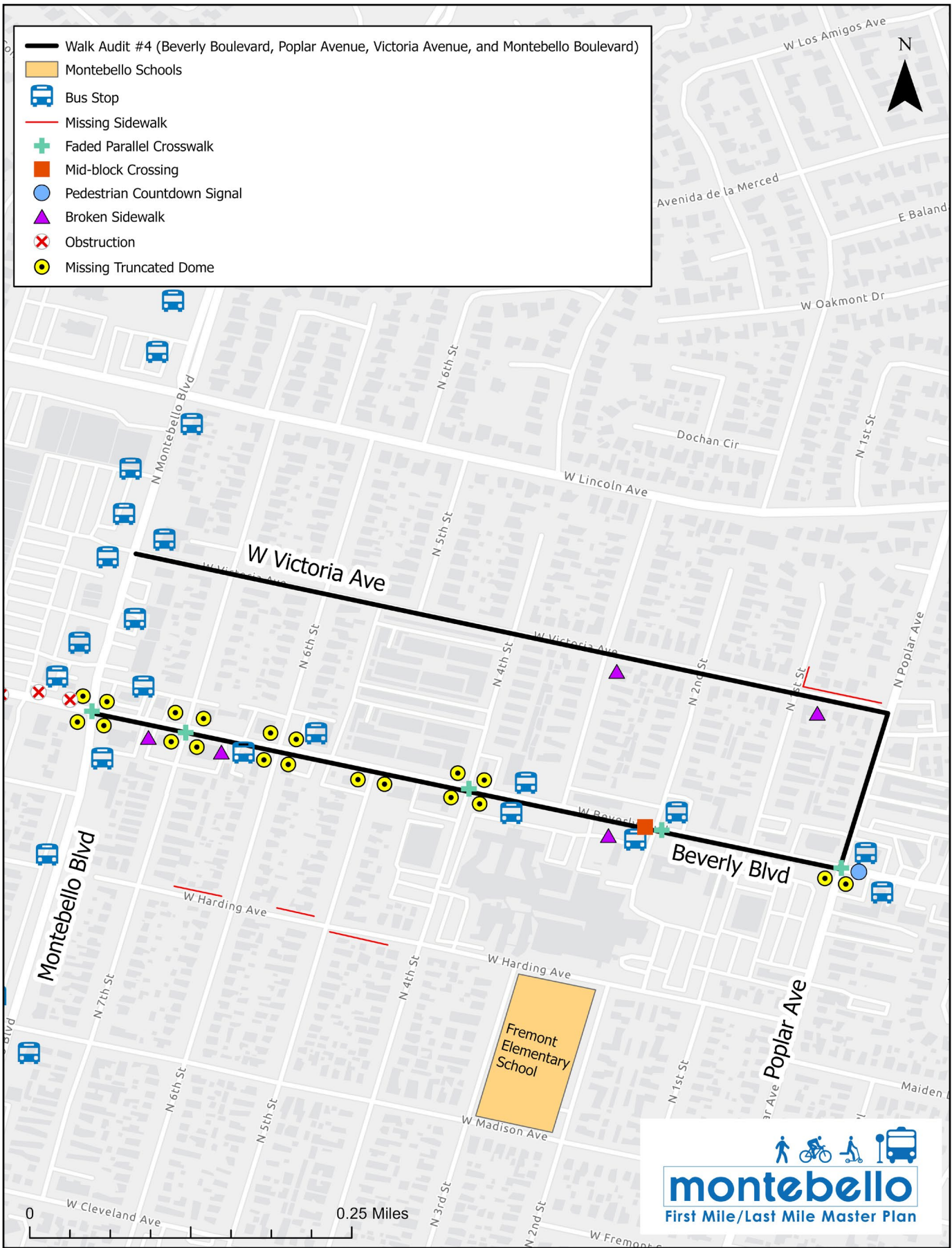


FIGURE 2-17: Existing Conditions along Walk Audit #4 Route

2.8.5 WALK AUDIT #5

This walk audit took place in the post-morning rush hours in a primarily commercial and residential area along Beverly Boulevard corridor from 21st Street to Via Val Verde. This area is important since it sits between Montebello's two biggest high schools, Montebello High School and Schurr High School. Student foot traffic is high when students enter and leave the school in the morning and afternoon hours of the day. Nearby bus routes include Lines 40 and 90.

Figure 2-18 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and a frequent number of obstructions along the sidewalk included utility boxes, light poles, and bus stop shelters and benches.

During the morning hours, 6:30 am to 9:00 am, this portion of the Beverly Boulevard corridor is equipped with signage not allowing people to park on the street to increase traffic capacity along the roadway. However, during the audit, the project team encountered



Car parked illegally on Beverly Boulevard

multiple vehicles parked on the road at around 8:00 am. The signs are currently not being enforced and offenders are not being ticketed.

At the intersection of Beverly Boulevard and 20th Street, a High-Intensity Activated Crosswalk (HAWK) is currently installed. This infrastructure allows pedestrians to safely cross the road as vehicles are signaled to stop by allowing pedestrians 25 seconds to cross the road.



A Pedestrian Hybrid Beacon (PHB) at Beverly Boulevard and 20th Street



FIGURE 2-18: Existing Conditions along Walk Audit #5 Route

2.8.6 WALK AUDIT #6

This walk audit route took place in the mid-morning hours before noon in a primarily commercial area along Beverly Boulevard corridor from Maple Avenue to Montebello Boulevard. Nearby bus routes include Lines 20, 40, and 90.

Figure 2-19 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and there were a frequent number of obstructions along the sidewalk. These obstructions included utility boxes, light poles, and a bus stop (shelters and benches). Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads which could lead to unsafe conditions for all users during the early morning and evening hours.

A few of the intersections along the Beverly corridor were equipped with audible crossing signals to accommodate those with visual challenges. Additionally, the intersection of Howard Avenue and Beverly Boulevard had both an audible crossing signal and a pedestrian countdown signal. Pedestrian countdown signals are required by the California Manual on Uniform Traffic Control Devices (CA MUTCD), the state traffic engineering manual.



Bus shelter obstructs the sidewalk near Beverly Boulevard and Howard Avenue



FIGURE 2-19: Existing Conditions along Walk Audit #6 Route

2.8.7 WALK AUDIT #7

This walk audit focused on the surrounding blocks of Montebello High School with students participating to learn about the planning process and share their personal experiences on how they get to school. The corridors traveled include 21st Street, Whittier Boulevard, Wilcox Avenue, and Beverly Boulevard. Due to the large group of students, the group was split into two where each group walked a different route. The audit took place in the afternoon school hours in an area that is primarily a mix of commercial and residential. Nearby bus routes include Lines 10, 40, 70, and 90.

Many students in the group mentioned that they use transit to get to and from school. The students who ride transit commented that they would like to see every bus stop equipped with benches and shelters. The discomfort from rainy days or the summer heat is undesirable while they wait for the bus.



Montebello High School students departing for the walk

Figure 2-20 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, many sections of the sidewalk were broken and, in some cases, missing, and a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Many portions of Wilcox Avenue had no sidewalk. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe walking conditions.



Montebello High School students departing for the walk



Inconsistent sidewalk gaps on Wilcox Avenue



FIGURE 2-20: Existing Conditions along Walk Audit #7 Route

2.8.8 WALK AUDIT #8

This walk audit around Montebello High School was joined by a high school class, including one student using a wheelchair. They contributed invaluable input on the conditions that may be uncomfortable for persons who are handicapped or using mobility aids. The corridors traveled included Cleveland Street, 18th Street, and Beverly Boulevard. The audit took place in an area that is primarily commercial and residential. Nearby bus routes include Lines 10, 40, 70, and 90.

Figure 2-21 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, many sections of the sidewalk were broken and, in some cases, missing, and a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Harding Avenue and Madison Avenue had portions of missing sidewalk. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe conditions.

During the audit, many students pointed out the fact that the sidewalks felt narrow to them. The sidewalk is missing in some areas or too narrow to allow passing which pushes pedestrians into the landscaped areas or the road, which is especially unsafe for those with mobility aids, disabilities, and the elderly. The summer months in Montebello are hot and students noted their discomfort during that time and mentioned they would like to see more street trees for shade and for reducing the urban heat island effect.



Students walking on uneven sidewalk



Narrow sidewalks are difficult for groups or passerby

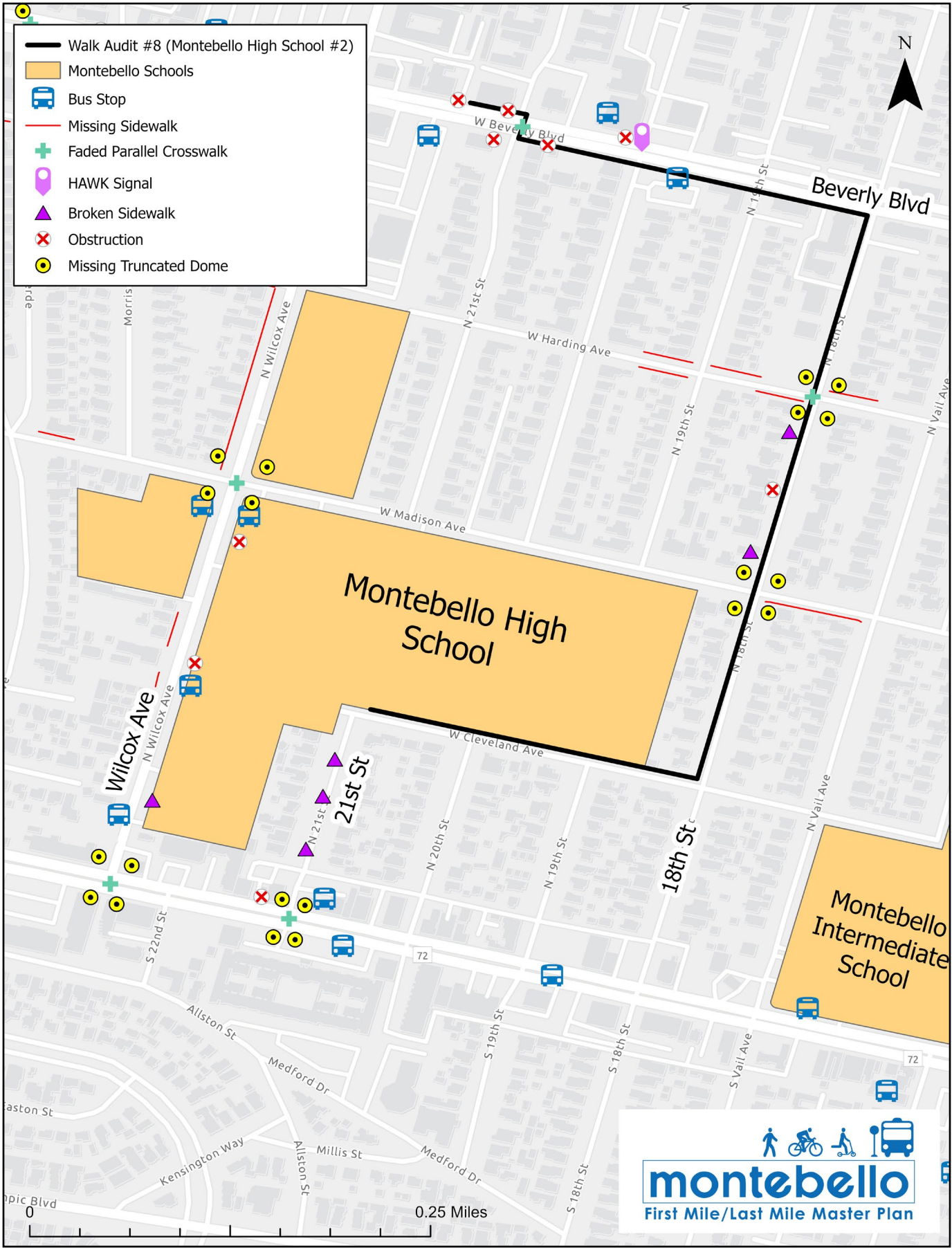


FIGURE 2-21: Existing Conditions along Walk Audit #8 Route

2.8.9 WALK AUDIT #9

This walk audit route included a portion of the surrounding area around Schurr High School. The corridors traveled include Hay Street, Lincoln Avenue, and Morris Place. The audit took place in an area that is primarily residential. Students from the high school were allowed to join the project team on the audit and provide valuable input regarding first-mile/last-mile connections. Nearby bus routes include Lines 30 and 70.

Figure 2-22 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, a radar speed sign display was observed to be malfunctioning, and a utility box was obstructing the sidewalk on the intersection of Wilcox Avenue and Hay Street. A section of broken sidewalk was observed near the intersection of Lincoln Avenue and Via Val Verde. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe walking conditions.

Principal McKiernan mentioned that many students take transit to get to and from school. During the morning and afternoon hours when students are arriving or departing, the sidewalks on Wilcox Avenue and Hay Street are typically filled with students. Multiple students are often seen waiting at bus stops. Students reported that cars do not stop for crossing students on Hay Street during drop off and pickup.



Sidewalk missing or covered with dirt on Lincoln Avenue



Students report cars speeding and not yielding to them even with vertical traffic calming elements on Hay Street

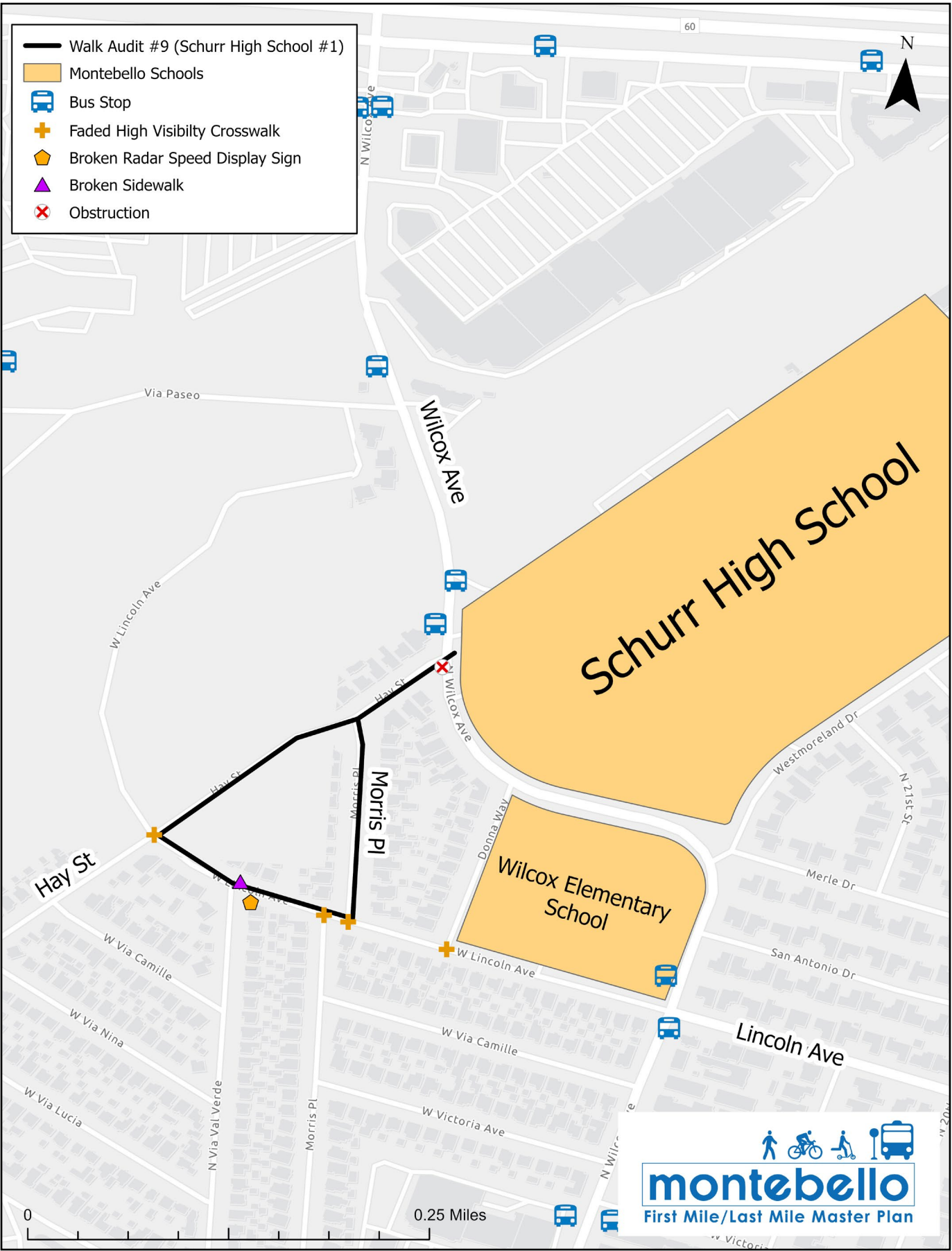


FIGURE 2-22: Existing Conditions along Walk Audit #9 Route

2.8.10 WALK AUDIT #10

The Schurr High School walk audit with students was split into two groups to cover more ground. The second group's route included Hay Street, Lincoln Avenue, and Morris Place. Nearby bus routes include Lines 30 and 70.

Figure 2-23 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded and a utility box was obstructing the sidewalk on the intersection of Wilcox Avenue and Hay Street. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe conditions as well as lack of shade in the hot months.

During Schurr High School's after school hours, the project team observed conditions from students as they departed campus. Students would move in large groups crossing the intersection at Wilcox Avenue and Hay Street and then disperse into the neighborhood or wait at nearby bus stops. Due to the large volume of students, vehicle traffic moving through the intersection is impacted. Police members are on standby to help ensure the safety of students departing the campus.



Yellow high visibility crosswalks signal to cars that students cross here



Minimal space for students to wait is especially problematic during pickup and drop-off

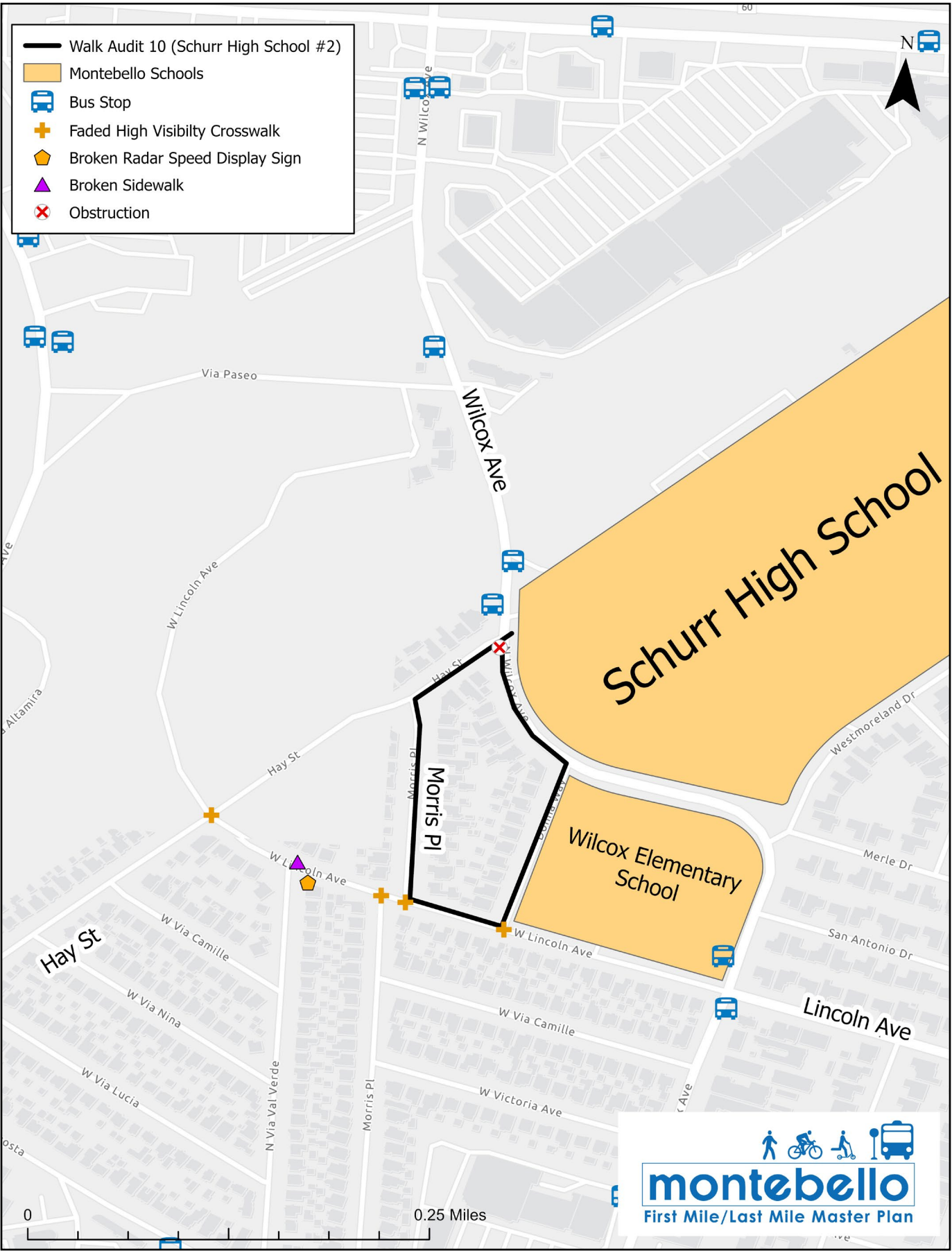


FIGURE 2-23: Existing Conditions along Walk Audit #10 Route

2.8.11 BIKE AUDIT #1

This bike audit occurred during rush hour in the morning hours and traveled through the southern half of the City, passing by several mobile home parks, residential neighborhoods, industrial places of work, and the Montebello/Commerce Metrolink station. In addition to the rail line, other first-mile/last-mile transit connections follow Lines 20, 50, and 70.

There are no bicycle facilities along the audit route and riders typically either ride alongside moving vehicles or on the sidewalk. The industrial and residential streets had lighter traffic, but the major arterials, such as Greenwood Avenue and Washington Avenue, had larger volumes of high-speed motor vehicles, creating uncomfortable conditions for non-motorized road users.

There are no bicycle facilities on these streets which adds to the level of stress, especially when sharing the road with trucks.



The project team stops at a memorial of a woman who was hit and killed by a car



Street has no dedicated space for bicyclists and is a bumpy ride

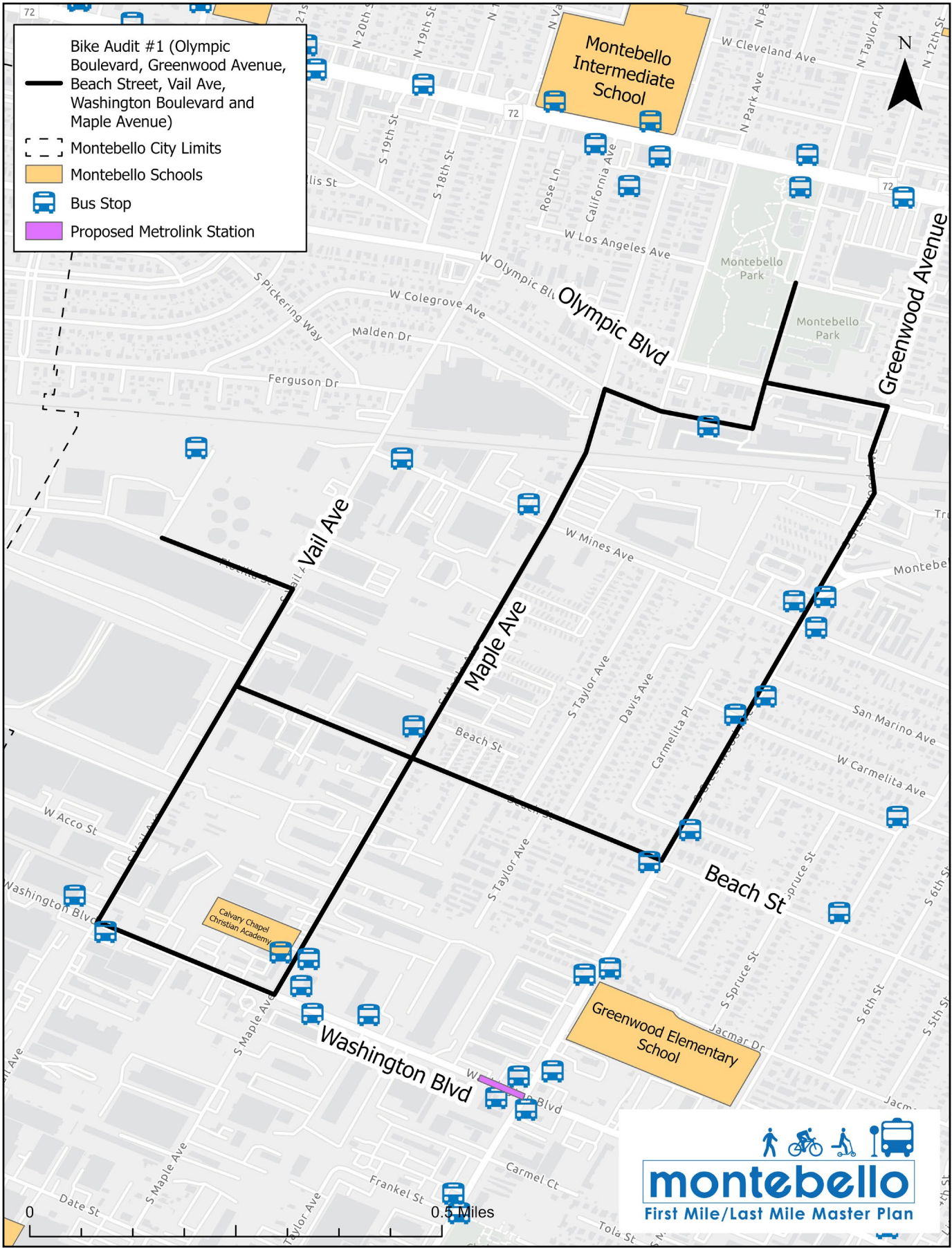


FIGURE 2-24: Existing Conditions along Bike Audit #1 Route

2.8.12 BIKE AUDIT #2

This bike audit was done in the post-morning rush hours in a rectangular route down Lincoln Avenue, Poplar Avenue, Madison Avenue, and up Maple Avenue before connecting back to Lincoln Avenue. The route passed Beverly Hospital, Washington Elementary School, Acuna Park, shopping centers, and other destinations. Nearby bus routes include Lines 20, 40, and 90.

While many key destinations were along the route or nearby, the corridors consisted of shaded residential streets. Vehicle traffic is mostly slow, and safe for bicyclists to share the road. Lincoln Avenue is a wide street that has plenty of room for bicycle infrastructure. Cars traveled the fastest along this route due to the street width and hills, which is where bicyclists are the most exposed along this route.



A shady bicycle ride along Fremont Elementary School

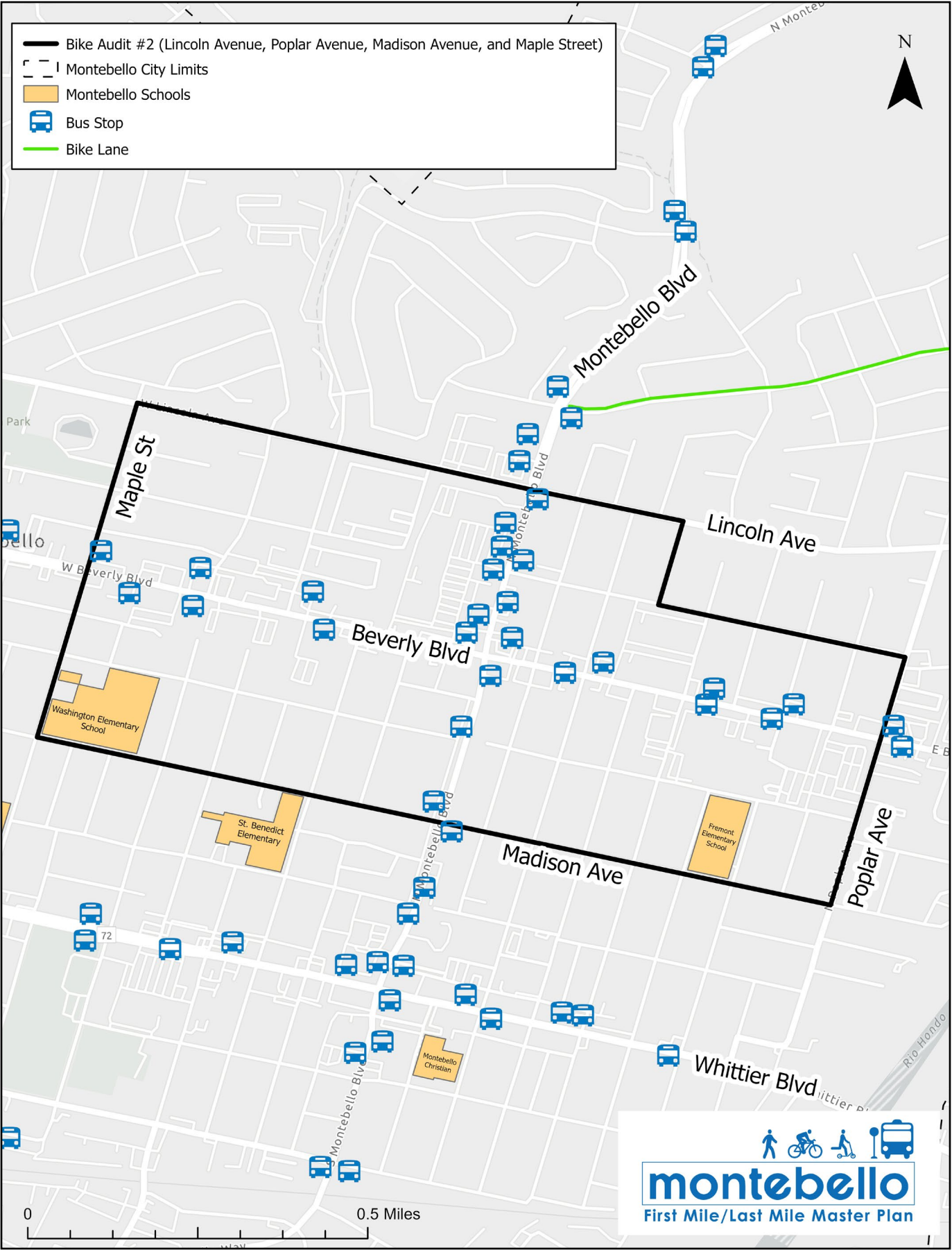


FIGURE 2-25: Existing Conditions along Bike Audit #2 Route

2.9 DATA ANALYSIS

Existing Conditions

Existing conditions analysis started with reviewing and mapping data and reports of pedestrian and bicyclist collisions, existing bus stop locations, adjacent land uses, bicycle and pedestrian infrastructure, and City policies. The goal of existing conditions analysis is to show context and help identify projects and priorities to improve accessibility and safety at and around transit stops. Separate analysis sections for each topic are provided below.

Mapping Data Sources

Geographic Information System (GIS) mapping and supporting tabular data used in this report are based primarily on data provided by the City of Montebello in September 2022. Additional data layers include SCAG and Environmental System Research Institute (ESRI) data layers. Collision data was downloaded from TIMS. MBL provided transit data such as boarding, alighting, bus routes, and bus stops.

Additional GIS data source pages reviewed for data not available from the City of Montebello include the Los Angeles County Open Source Data (LACOSD) web page and SCAG's Regional Data Platform. The mapping data source table noted above indicates layers that were downloaded from either of these data sources and where no layer was available for potentially useful data. The LACOSD is a County data source of unincorporated jurisdictions, so it does not include data layers at the Montebello specific level. The SCAG data source page had a variety of useful layers that are used in the mapping as noted in the data source table.

Collisions Analysis

Collision analysis in this report is based on 2011 to 2021 pedestrian and bicycle collision data downloaded from the TIMS data source which is based on the Statewide Integrated Traffic Records System (SWITRS). Note that TIMS data includes fatalities and injury related collisions only and does not include property damage only collisions.

Figure 2-26 shows all bike injury collisions and Figure 2-27 shows all pedestrian injury collisions that occurred between 2011 and 2021. Each map has the collisions “heat map” with shaded red “hot spots” where the highest density of collisions has occurred between 2011 to 2021. As shown in the figures, both bicycle and pedestrian collisions follow a similar

pattern in the street grid with the highest density of injury related collisions occurring on the following corridors/streets:

- » Beverly Boulevard
- » Whittier Boulevard
- » Garfield Avenue
- » Montebello Boulevard
- » Greenwood Avenue
- » Washington Boulevard

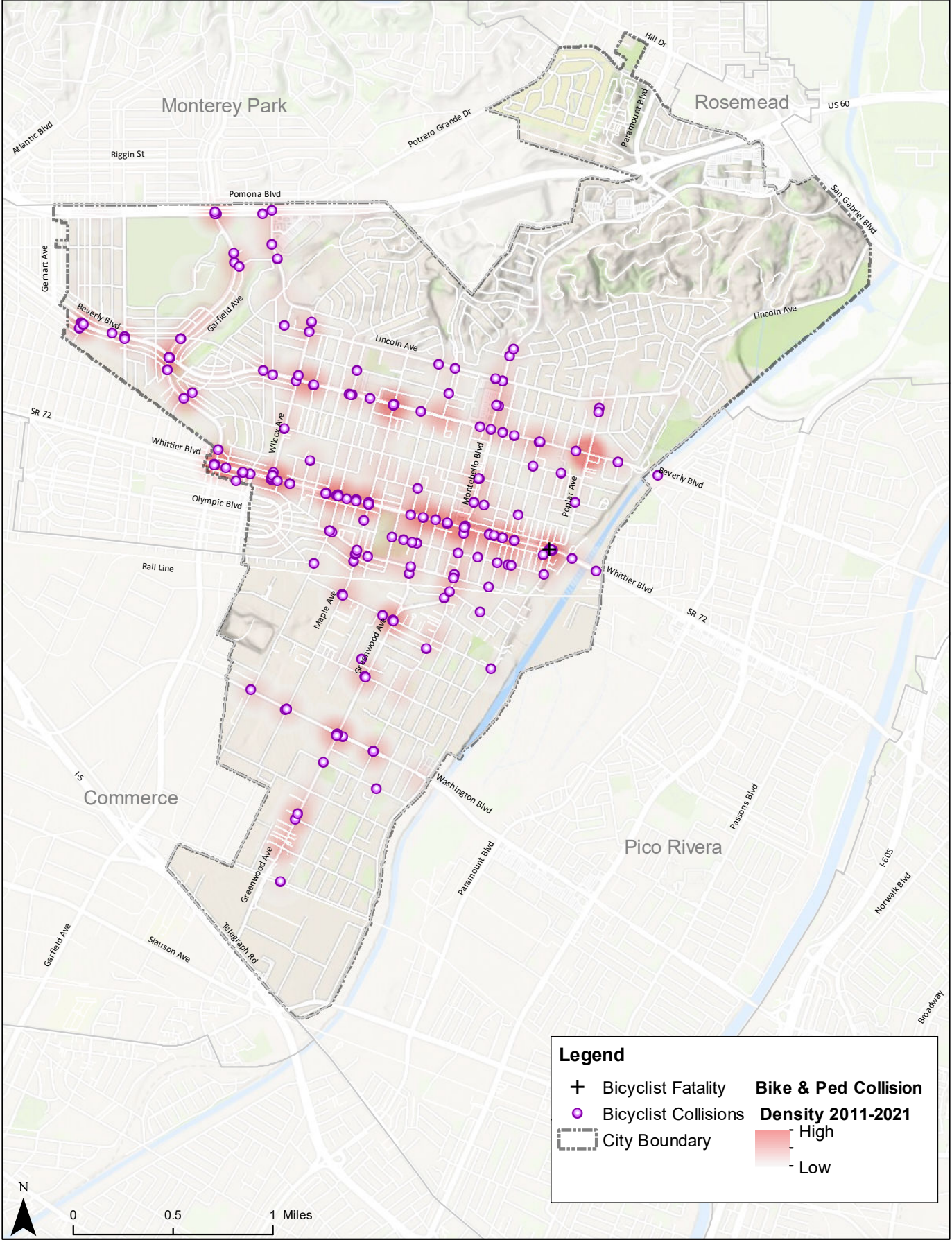


FIGURE 2-26: Bicycle Collisions and Collision Hot Spots

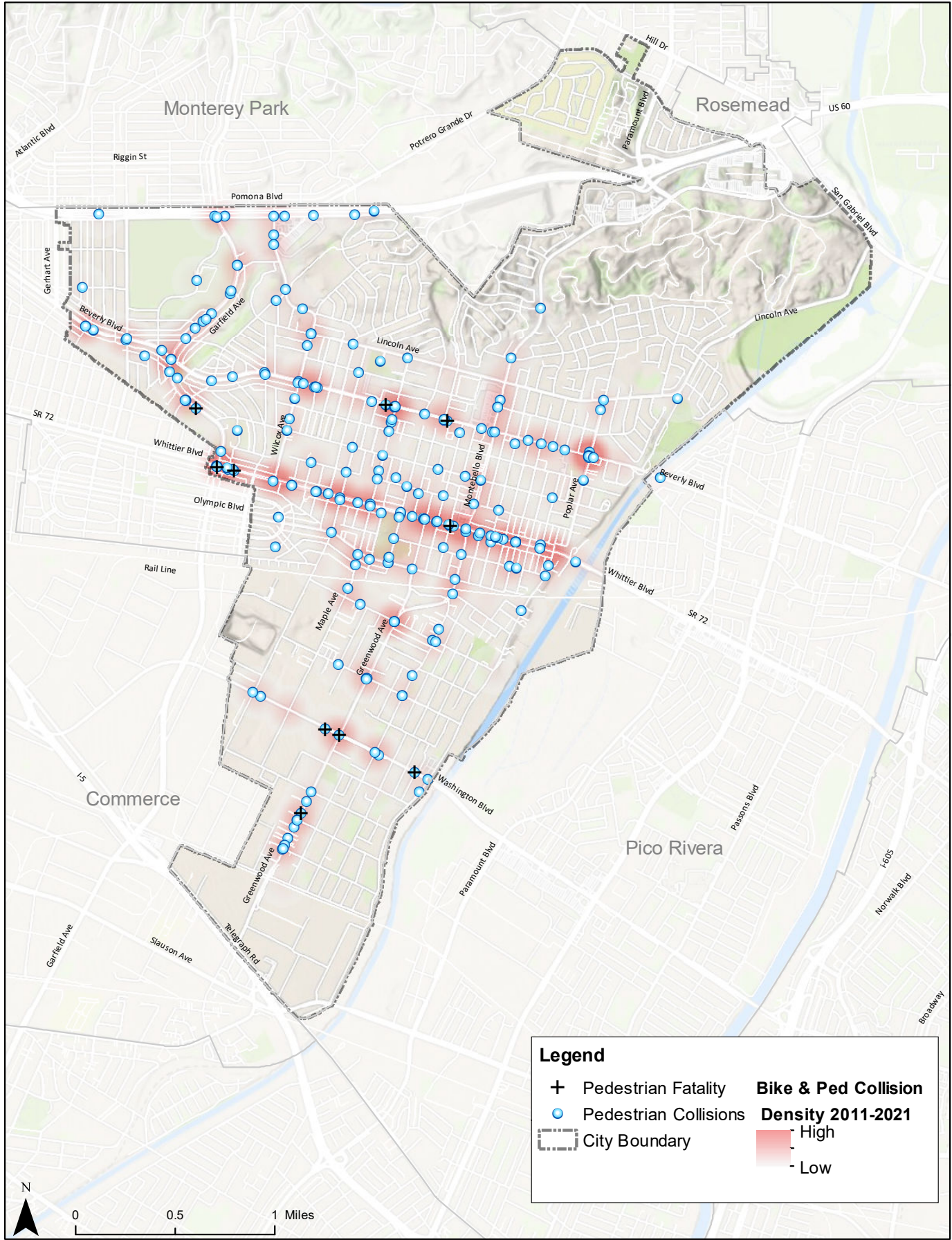


FIGURE 2-27: Pedestrian Collisions and Collision Hot Spots

Census Tract Analysis

Census tract attributes are incorporated to provide additional demographic and socio-economic information that can be used to help prioritize future projects. As shown in Figure 2-28 on the following page, the City of Montebello includes thirteen census tracts and a small corner of a census tract that is mostly in the City of Commerce. Due to the small proportion of this census tract within the City boundary, it is not included in further analysis.

One challenge with using census tracts to quantify high numbers of pedestrian and bicycle collisions within the City of Montebello, is the location of census tract edges that coincide with roads, many of which are also MBL bus routes. Whereas collision data points have latitude and longitude coordinates, they may not have exact location accuracy and collisions near census tract edges may get counted in one tract over the other potentially increasing one census tract count slightly over another adjacent census tract. Because this potential data accuracy issue cannot be resolved within the existing data, the quantities shown in the following tables are based on the collision point data using the x-y coordinate of the collision data and the census tract containing it.

Of the thirteen Montebello census tracts, nine have existing bus lines running along their edges, and coincidentally have the highest levels of pedestrian and bicycle collisions in the City highlighted by the “Heat Map” red shading. Darker shades of red circles on the figures indicate high quantities of collisions at a location, and lighter red circles indicate lower quantities of collisions. The nine census tracts associated with bus routes and high numbers of collisions, as shown in Figure 2-29 will be focused on to identify proposed projects.

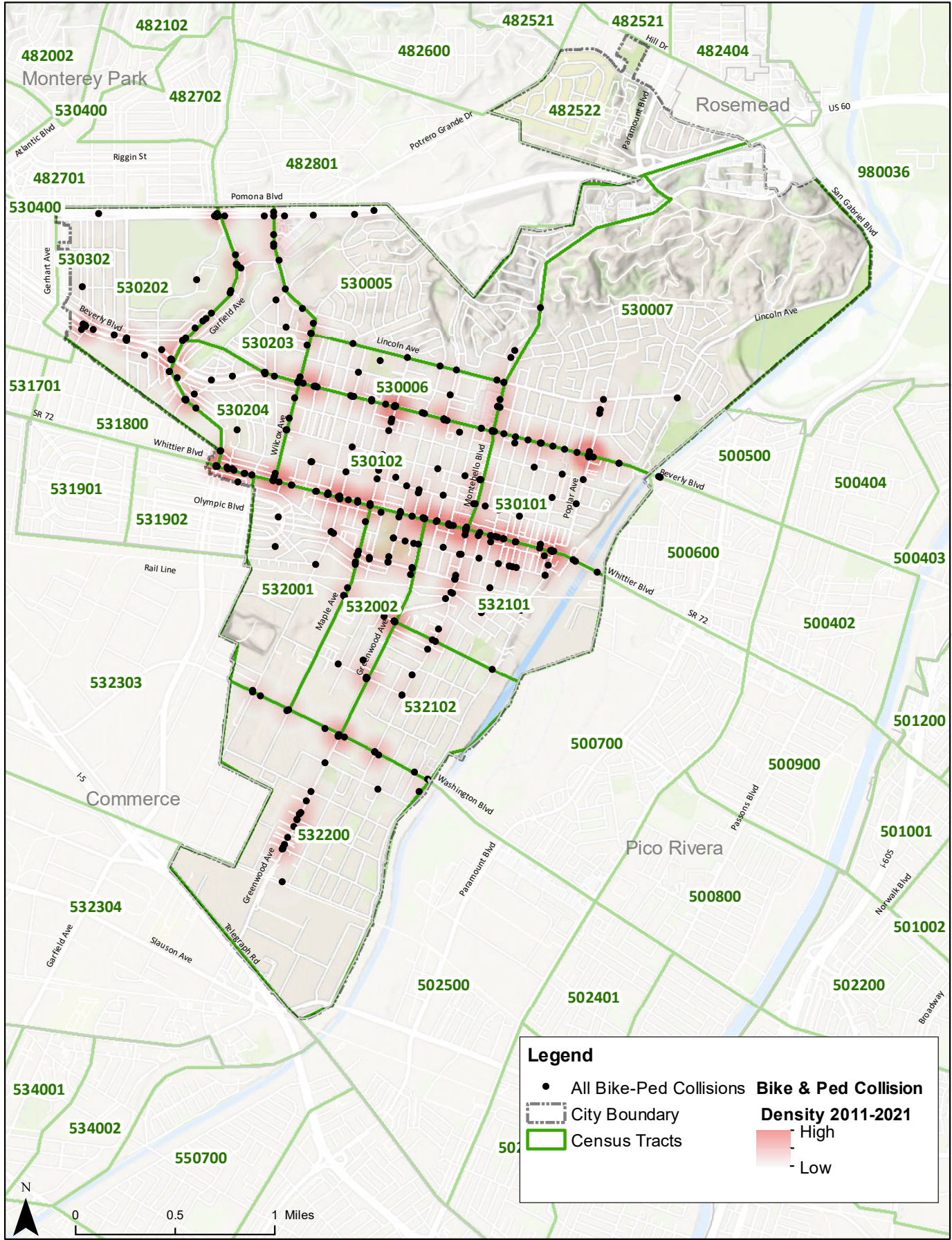


FIGURE 2-28: Montebello Census Tracts and Collision Density

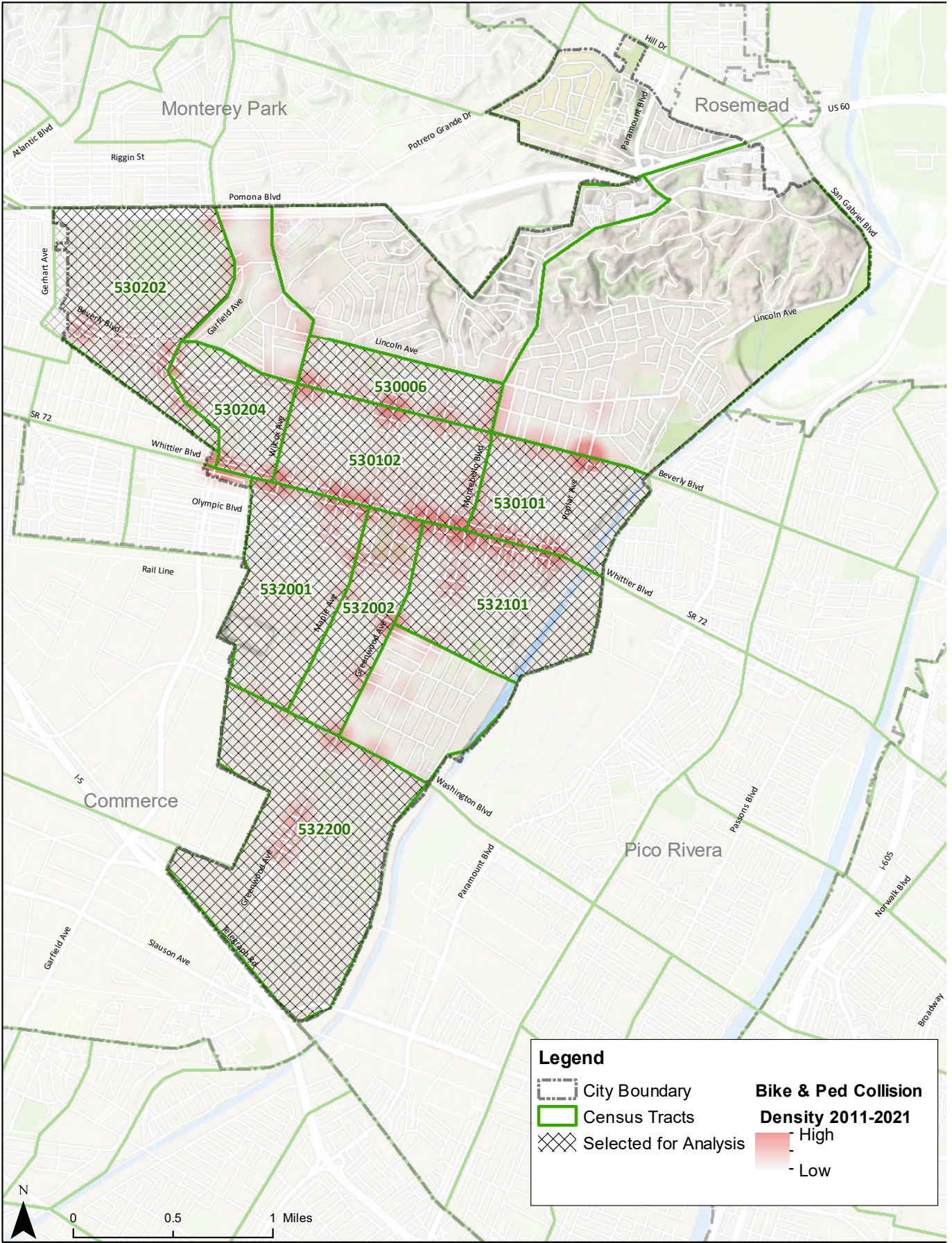


FIGURE 2-29: Montebello Census Tracts Selected for Analysis

Table 2-1 shows all pedestrian and bicycle injury collisions grouped by the thirteen census tracts in Montebello and counted by severity of injury. The underlying “Heat Map” red zones shown on the previous maps highlight areas of highest number of pedestrian and bicycle collisions within Montebello. Census Tract 530102, where Montebello High School and Wash-

ington Elementary School are located, has the highest number of bicycle and pedestrian collisions of degree of injury at 79 crashes between the years 2011 and 2021. Census tract 530202 in the northwestern most part of the City as well as tract 532200, in the southern most part of the City, both have the greatest concentration of fatal and severe injury collisions.

TABLE 2-1: Bike and Pedestrian Collision Severity by Census Tract

CENSUS TRACT	FATAL	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	TOTAL CRASHES
530005	0	1	7	6	14
530006	1	4	16	13	34
530007	1	2	13	17	33
530101	1	3	15	22	41
530102	1	0	37	41	79
530202	2	6	14	14	36
530203	0	1	13	14	28
530204	1	4	8	8	21
532001	0	1	11	14	26
532002	0	1	16	21	38
532101	1	3	22	22	48
532102	1	0	4	5	10
532200	3	4	15	16	38
Total	12	30	191	213	446

Table 2-2 groups all collisions for all thirteen census tracts by year to see if collisions increase or decrease by year. Whereas a clear pattern of increase or decrease is not obvious, the two tracts showing the greatest increase of collisions over time include tract 530006, where the Mart of Montebello is located, and tract 532200, the southern most portion of the City.

TABLE 2-2: Collision Density per Year per Census Tract

CENSUS TRACT	2011	2012	2013	2014	2015	2016	2017	2018	2019
530005	19	20	24	18	23	26	23	34	24
530006	16	14	16	16	24	20	28	32	29
530007	19	26	24	18	24	26	19	19	20
530101	2	11	9	19	24	20	21	20	15
530102	27	31	23	18	22	21	30	20	20
530202	39	51	46	33	42	39	46	45	52
530203	18	21	25	22	25	16	32	28	22
530204	16	18	9	8	7	9	14	10	13
532001	11	13	23	10	10	16	14	13	11
532002	11	10	7	15	18	14	15	15	18
532101	21	29	23	15	17	16	31	10	14
532102	4	9	2	12	11	7	14	10	13
532200	17	22	30	23	22	23	38	38	41
Total for Year	220	275	261	227	269	253	325	294	292

Primary Collision Factor by Census Tract

Table 2-3 provides a comparison of Primary Collision Factors for the nine selected census tracts, previously highlighted in Figure 2-29. Violating a pedestrian’s right-of-way may entail a vehicle proceeding into the crosswalk with pedestrians present or crossing the street at intersections. Violating traffic signals and signs may entail a vehicle not conforming to the present signage, signals, or proceeding into the crosswalk with people walking present. Bicyclists riding on the wrong side of the road are likely due to the lack of adequate bike facilities to meet desire lines which, for example, a two-way cycle track would mitigate.

Reported pedestrian violations frequently include crossing a street outside of a designated crosswalk or crossing against a red signal, which may be a result of reporting bias. Research published in the Journal for Transport and Land Use notes that a deceased pedestrian or bicyclist is not able to give their perspective on the collision and the person reporting the collision usually has the perspective of a motorist. These points tend to skew data resulting in pedestrians and cyclists being blamed for a disproportionate number of crashes. This should be considered when developing traffic safety countermeasures.

Collisions Along Bus Routes

Table 2-4 provides a summary of corridors with the highest collisions, the primary collision factor, and existing infrastructure that may be contributing to collisions. As noted in the table, and figures throughout this section, most collisions occur on multi-lane collector roads with high volumes of traffic and higher speed limits.

Of the 189 bus stops, the 15 highest ridership bus stops are shown in Table 2-5 and Figure 2-30. The highest ridership stop is Whittier Boulevard and Montebello Boulevard with over 140,000 boardings and alightings for a two-year period. The next highest stop is the adjacent bus stop, also at Whittier Boulevard and Montebello Boulevard. Similarly, Whittier Boulevard and Garfield Avenue have two adjacent bus stops with very high ridership levels totaling over 150,000 boarding and alightings. To further assist the decision-making process regarding priority bus stop locations for future projects, Figures 2-31 and 2-32 overlay high density collision areas as red shaded ‘heat’ zones along with the bus stop boarding and alighting volumes to see if high collision rates are occurring at high ridership bus stops. As may be expected, the highest collision rates occur along prima-

ry corridors which are also where nearly all bus stops are located, including the highest ridership stops noted previously.

Table 2-5 on the following page shows bus stops with the highest ridership volumes. Ridership volume is one of the criteria in determining which projects this plan will focus on, as well as number of collisions and input from stakeholders and transit users. Figures 2-30 through 2-32 on subsequent pages show the bus stops with the top ridership levels as well as the volumes of boardings and alightings in the various bus stops. The highest numbers of bicycle and pedestrian crashes in the City are aligned with the bus routes in the City.

TABLE 2-3: Primary Collision Factor by Census Tract

Census Tract	530006		530101		530102		530202		530204		532001		532002		532101		532200	
Primary Collision Factor	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike
Automobile Right of Way	5%	7%	5%	10%	-	24%	-	24%	-	-	14%	37%	-	12%	-	8%	-	22%
DUI	-	-	-	-	2%	-	-	-	-	-	-	-	-	-	4%	-	-	-
Hazardous Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4%	-	-	-
Improper Passing	-	-	-	5%	4%	3%	-	6%	-	-	-	-	5%	-	-	-	-	-
Improper Turning	5%	-	10%	5%	-	9%	5%	12%	-	13%	-	11%	5%	12%	4%	4%	5%	11%
Not Stated	5%	7%	-	5%	7%	3%	-	-	15%	-	-	5%	5%	-	8%	8%	10%	17%
Other Hazardous Violation	-	-	-	15%	-	12%	-	-	-	13%	-	-	-	12%	-	16%	-	-
Other Improper Driving	-	-	-	-	2%	-	-	6%	-	-	-	-	5%	-	-	-	-	-
Other Than Driver (or Pedestrian)	-	-	-	-	-	-	5%	-	-	-	-	-	-	-	-	-	-	6%
Violating Pedestrian Right of Way	48%	-	57%	5%	42%	-	37%	6%	8%	-	-	-	29%	-	38%	-	35%	-
Pedestrian Violation	24%	7%	19%	-	16%	-	32%	6%	54%	-	43%	5%	33%	-	42%	-	30%	-
Traffic Signals and Signs	5%	21%	-	10%	7%	12%	5%	18%	8%	13%	29%	5%	-	12%	-	16%	-	11%
Unknown	5%	7%	5%	15%	9%	12%	-	-	15%	-	-	-	5%	6%	-	4%	15%	6%
Unsafe Speed	-	-	-	5%	-	-	16%	-	-	13%	-	5%	10%	6%	-	-	-	6%
Unsafe Starting or Backing	5%	-	5%	-	11%	-	-	-	-	-	14%	-	5%	-	-	-	5%	-
Wrong Side of Road	-	50%	-	25%	-	26%	-	24%	-	50%	-	32%	-	41%	-	44%	-	22%
Total by Mode and Census Tract	21	14	21	20	45	34	19	17	13	8	7	19	21	17	24	25	20	18
Total by Census Tract	35		41		79		36		21		26		38		49		38	

CITY OF MONTEBELLO FIRST MILE LAST MILE PLAN

TABLE 2-4: Existing Infrastructure and Crash Factors Along High Collision Corridors

Census Tract	530006	530101	530102	530202	530204	532001	532002	532101	532200
Highest Collision Corridors	-Beverly Blvd.	-Beverly Blvd. -Whittier Blvd.	-Whittier Blvd.	-Beverly Blvd. -Garfield Ave.	-Whittier Blvd. -Garfield Ave.	-Whittier Blvd.	-Whittier Blvd. -Greenwood Ave.	-Whittier Blvd. -Greenwood Ave.	-Greenwood Ave.
Pedestrian Collisions	1 -Violating pedestrian ROW 2 -Pedestrian violations	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Improper turning	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe starting or backing	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe speed	1 -Pedestrian violations 2 -Unknown or Not Stated cause	1 -Pedestrian violations 2 -Traffic signals and signs 3 -Violating automobile ROW 4 -Unsafe starting and backing	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe starting or backing 4 -Violating automobile ROW	1 -Pedestrian violations 2 -Violating pedestrian ROW	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unknown or Not Stated cause
Existing Pedestrian Infrastructure	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -On street parking blocks view to see
Bike Collisions	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Other hazardous violation 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs 3 - Improper turning 4 -Unsafe speed	1 -Violating automobile ROW 2 -Bicyclist on wrong side of road 3 - Improper turning	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs 4 - Improper	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs 3 - Other hazardous violation	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs 4 - Improper
Existing Bicycle Infrastructure	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road

TABLE 2-5: Bus Stop Boardings and Alightings

Stop ID	Stop Description	Routes	Boardings	Alightings	Totals
10100	Whittier/Garfield	10	31,996	46,634	78,630
1033	Whittier/Garfield	10	59,210	27,011	86,221
1047	Whittier & Montebello	10	43,795	99,044	142,839
1082	Whittier/4th	10	41,834	20,130	61,964
1086	Whittier/Montebello	10	103,616	33,959	137,575
1096	Whittier/21st	10	27,497	34,839	62,336
2029	Montebello/Whittier	20	57,422	51,866	109,288
2035	Montebello Mart	20 / 90	31,343	36,357	67,700
2050	The Shops at Montebello	20 / 70	54,659	5,668	60,327
2055	The Shops at Montebello	20 / 70	10,868	44,300	55,168
2064	Montebello/Beverly	20	39,143	26,469	65,612
2072	Montebello/Whittier	20	55,489	46,402	101,891
40101	Beverly/Montebello	40 & 90	21,163	74,827	95,990
4032	Beverly & Montebello	40 & 90	87,178	21,393	108,571
4044	Beverly/Wilcox	40 & 90	43,125	13,921	57,046

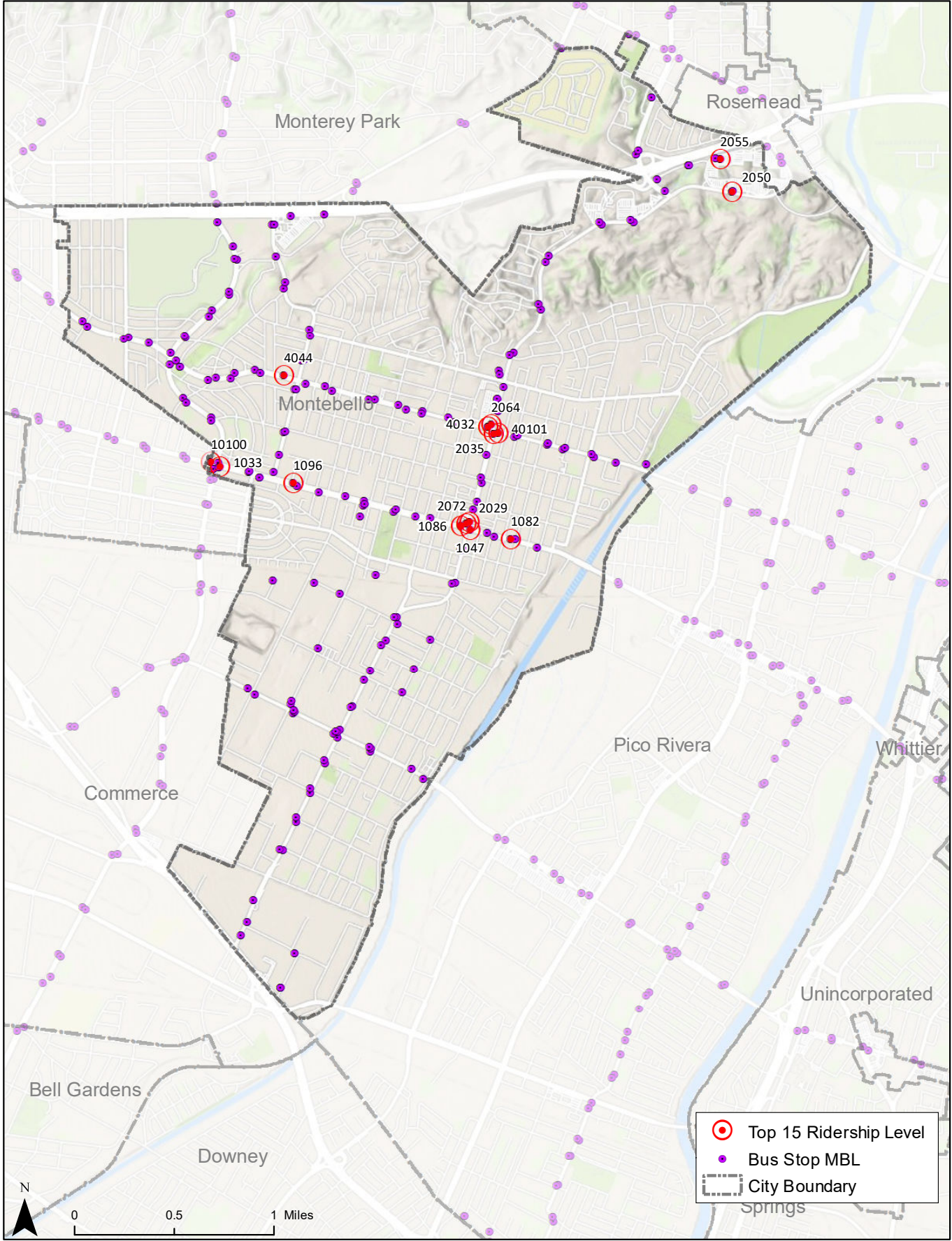


FIGURE 2-30: Top 15 Highest Ridership Bus Stops

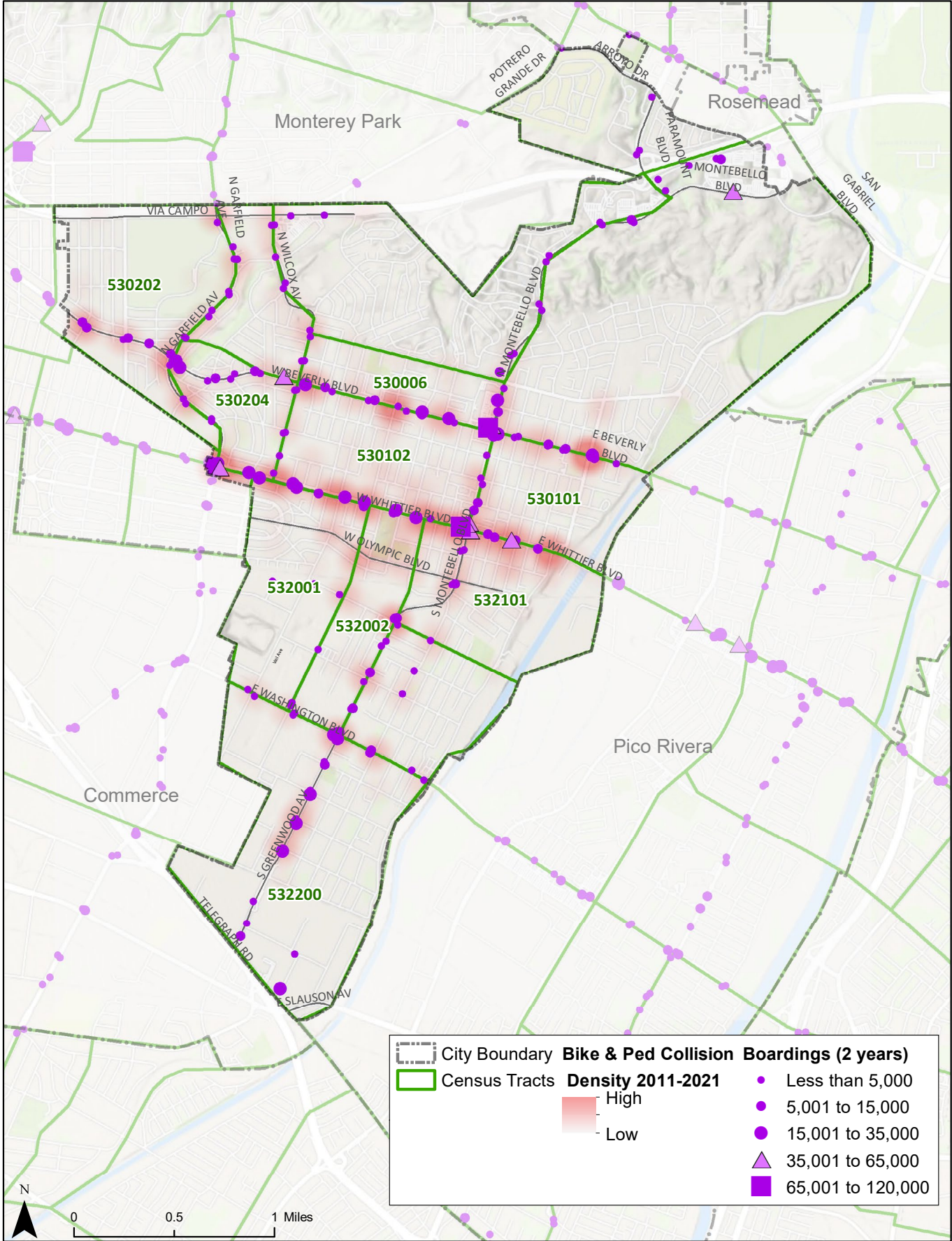


FIGURE 2-31: Collision Density and Boardings

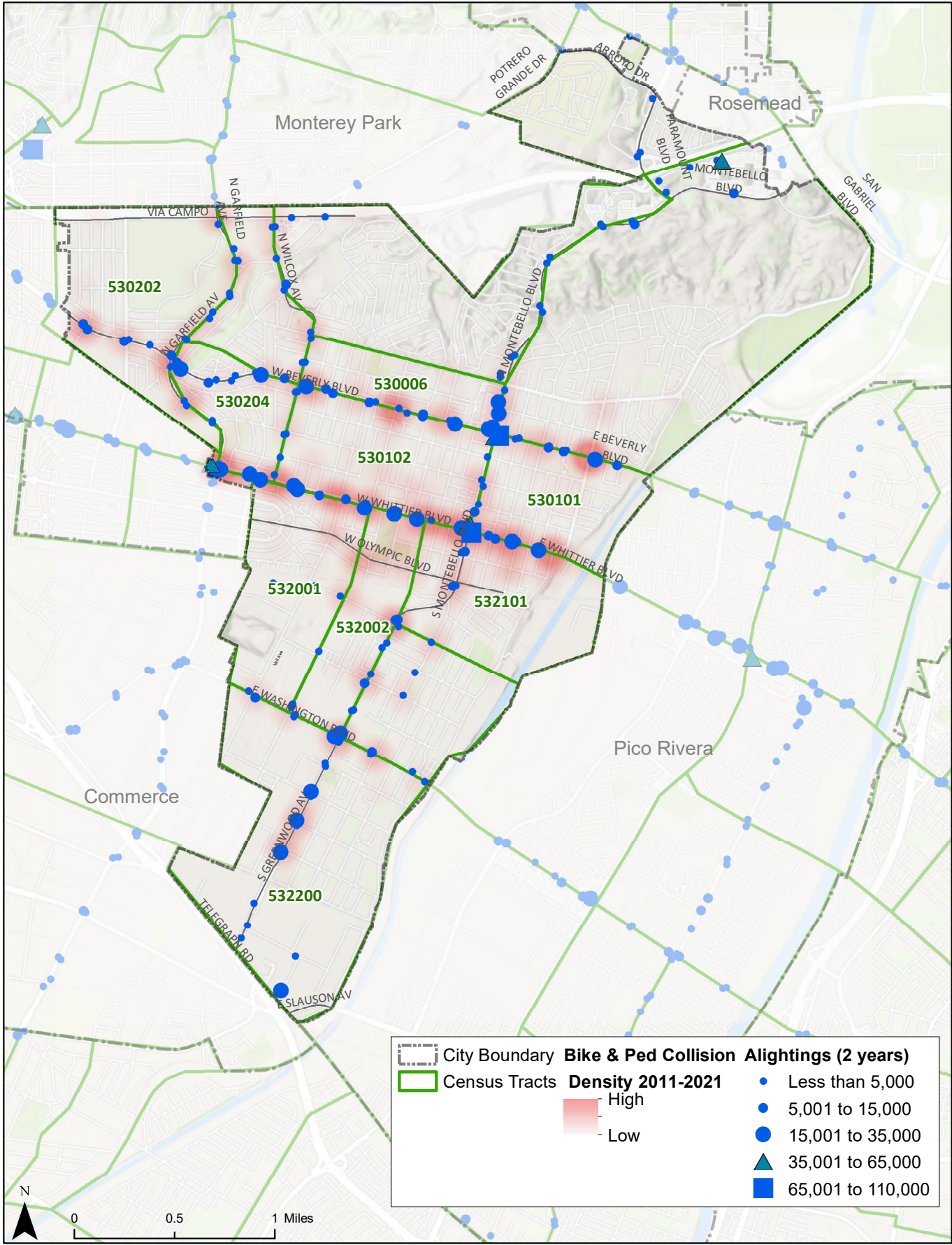


FIGURE 2-32: Collision Density and Alightings

2.10 ASSESSMENT OF EXISTING POLICIES, PROGRAMS, AND PRACTICES

The FMLM Plan can enhance the safety, access, and comfort for first mile/last mile connections by adopting policies, programs, and practices of other successful plans to encourage new transit riders as well as enhance the experience for existing users through implementing infrastructure, amenities, and programs.

This section outlines key local and regional preceding planning documents from the City of Montebello, SCAG, LA Metro, Caltrans, and Riverside Transit Agency (RTA) to enhance efforts at and around bus stops. Assessing existing planning documents helps to inform the policy development of the FMLM Plan, see Chapter 5 Policy Development. For each document, relevant policies, programs, and practices are provided in Appendix A.

TABLE 2-6: Planning Assessment for Local Planning Documents

Preceding Local Planning Documents	Housing	Economic	Environment	Equity	Mobility
Montebello Circulation Element, 1975					
Montebello Redevelopment Element, 1973					
Montebello Housing Element, 2022					
MBL Short Range Transportation Plan, FY 2019 – 2021					
Title VI Program Montebello Bus Lines, November 2022					
Zero Emission Bus Rollout Plan MBL, October 2021					

TABLE 2-7: Planning Assessment for Regional Planning Documents

 Preceding Regional Planning Documents	 Housing	 Economic	 Environment	 Equity	 Mobility
SCAG: Connect SoCal, 2020					
Caltrans: City Best Practices to Improve Transit, 2021					
SCAG: LA County Vision Zero, 2019					
RTA: First and Last Mile Plan, 2017					
LA Metro: First Mile Last Mile Strategic Plan, 2014					
LA Metro Sustainability Plan, 2020					

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A group of people, mostly young adults, are walking away from the camera on a paved sidewalk. They are wearing bright yellow-green high-visibility safety vests. Some are also wearing orange vests. In the background, there is a street with parked cars, a fence, and a building. A sign on a pole in the background reads "MONTEBELLO ADULT SCHOOL" and "Montebello Adult School Feb. 8, 2023". A speed limit sign for 25 is also visible. The sky is clear and blue.

3 | Community Outreach

3.1 ENGAGEMENT OBJECTIVES

The overall objectives of the community engagement were to identify a range of strategies to reach and engage an appropriately diverse group of residents and representative stakeholders, to build awareness of and support for the FMLM Master Plan, and to collect feedback about existing conditions of the pedestrian and bicycle network that limit such trips. This provided opportunities to introduce improvements that would support an increase in walking, biking, and rolling trips. Special attention was focused on strategies to engage the most vulnerable users of the public right-of-way (e.g., people aged 60 or older, children, people of color and other minorities, low-income individuals, and those with mobility challenges). These populations are the most impacted by transportation planning and policy and have traditionally not been well represented in the decision-making process.

Focus on vulnerable users of the public right-of-way. Children, older adults, those with disabilities, and non-vehicle owners make up the largest percentage of traffic fatalities and serious injuries. People biking and walking, in particular, make up a disproportionate percentage of traffic fatalities and serious injuries. The KTUA Team ensured these populations were a part of the discussion to push for further mobility equity in Montebello.

Communicate in a way that residents will understand. This begun with conducting outreach in the language spoken by residents (primarily English, Spanish, and Mandarin in this instance) and in a manner that was easy for people to understand. This included creating graphics for complex and technical topics, avoiding acronyms and too much transportation jargon, and being mindful to explain the various stages of the planning process.

Use a variety of engagement strategies to reach out to as many groups of the population as possible. The KTUA Team participated in Montebello and SCAG approved citywide events that attracted significant participation from diverse user groups. The KTUA team also provided information to the City for the project website, various social media platforms, and in print for those with limited digital access or personal preference.

The City’s social media platforms were used to cast a wide net for potential engagement and were used throughout the planning process to showcase the development of the FMLM Master Plan. All community

engagement efforts were conducted in person at City events. These information booths were interactive and properly staffed with project team members. To help further extend reach of project-specific messaging, a short 2-minute video was developed to introduce people to the FMLM Master Plan and opportunities to participate in the planning process.

Collect feedback on key components of the FMLM Master Plan. One of the primary goals of the outreach events was to collect resident and stakeholder feedback on various aspects of the FMLM Master Plan. The KTUA Team participated in three (3) community workshops and provided a number of other opportunities for the public to provide input. There was one (1) demonstration event, organized in collaboration with SCAG’s *Go Human* Campaign, that introduced potential treatments and asked participants to choose which they would prefer in specific locations.

Surveys were used during the project’s onset to solicit feedback. The first survey asked participants about the physical barriers limiting access to transit service and potential solutions. This was available on the project website and in person during the first community engagement event.

3.2 STAKEHOLDER OUTREACH AND ENGAGEMENT GOALS

The project team designed, administered, and hosted a variety of tools and techniques to engage stakeholders and the public to increase awareness of and solicit feedback for the FMLM Master Plan. Educational outreach was a critical component to the plan’s success and focused on engaging the City’s most vulnerable roadway users.

The three primary community engagement strategies that were utilized for the ATP were:

- » Technical Advisory Committee (TAC)
- » Community events and pop-ups
- » Survey (hard copy and online) and a project website.

3.2.1 TECHNICAL ADVISORY COMMITTEE (TAC)

As part of the Montebello FMLM, participation from stakeholders throughout the planning process was essential. Meetings were timed to help inform project goals and public outreach strategies and activities,

solicit feedback, and recommendations and will coincide with other activities for which feedback is being sought in order to solicit feedback on the same concepts to the extent feasible and appropriate.

Technical Advisory Committee Meetings

The KTUA Team worked with the City of Montebello and SCAG staff to identify an appropriately diverse and representative group of partners to comprise the Technical Advisory Committee (TAC). The list included representatives from various City departments, including Public Works, Parks and Recreation, Montebello Unified School District, LA Metro, Metrolink, YMCA and SCAG. A complete list of the participants can be found in Appendix B.

The KTUA Team developed content for, facilitated, and memorialized six (6) TAC meetings throughout the planning process. TAC meetings had a duration of one (1) hour and were held virtually. TAC meeting #2 was held in a hybrid capacity. The TAC met on a bi-monthly basis and was tasked with providing feedback on engagement plans and findings, promoting engagement opportunities to their networks, and giving input on Plan needs and recommendations.

Technical Advisory Committee Meeting #1 – December 5, 2022

- » Focus on the project overview and what community engagement efforts were being made
- » Discussion of mobility challenges in the City of Montebello

Technical Advisory Committee Meeting #2 – February 7, 2023

- » Discussion of existing conditions with an overview of existing pedestrian and bicycle networks, including crash data
- » Preview and discussion of the walk and bike audits

Technical Advisory Committee Meeting #3 – April 4, 2023

- » Discussion of the project survey results
- » Focus on choosing locations for FMLM plan projects
- » Overview of future engagement

Technical Advisory Committee Meeting #4 – May 23, 2023

- » Discussion of upcoming engagement and project video
- » Overview of Collision Analysis results (2011-2021)
- » Discussion of projects within the FMLM

Technical Advisory Committee Meeting #5 – August 8, 2023

- » Discussion of previous and upcoming community engagement
- » Overview of potential treatments that are being recommended on the FMLM
- » Overview of the specific projects and their development

Technical Advisory Committee Meeting #6 – November 14, 2023

- » Discussion of the previous community engagement
- » Overview of the draft FMLM masterplan

3.2.2 COMMUNITY EVENTS

The KTUA team, in collaboration with Montebello staff, designed materials for and participated in a series of in-person events to promote the Montebello FMLM and solicited feedback from the community. In order to have maximum reach, the project team used already scheduled citywide events to set up booths and interactive activities to collect community feedback. Engagement activities included interactive boards where participants could provide opinions regarding existing and future infrastructure within the City of Montebello. A summary of these events and feedback received are summarized on the following pages.

Community Event #1 - Heritage Festival, October 2022

The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Heritage Festival on October 16, 2022. The pop-up served as an ideal opportunity to speak with the community about the Montebello FMLM project and collect input about what infrastructure types the public would like to see installed around the City. The KTUA team distributed surveys, snacks, and giveaway items for those who participated.

The team interacted with hundreds of event participants and gained valuable insights regarding what infrastructures the public would like to see installed around the City of Montebello. Participants were asked to place stickers on any street treatments they would like to see in the City. These boards were available in English, Spanish, and Mandarin.

At the conclusion of the event, the boards displayed a distribution of votes across the various street treatments. Results of the boards are found in table 3-1.



Photos of the 2022 Heritage Festival event.

TABLE 3-1: Heritage Festival Input Summary

POTENTIAL TRANSPORTATION TREATMENT	NUMBER OF VOTES
Multi-Use Path	33
Urban Greening	32
Speed Cushions	29
Speed Humps	26
Rectangular Rapid Flashing Beacon (RRFB)	25
High-Visibility Crossings	24
Speed Tables / Raised Crosswalks	22
Speed Displays	19
Class I: Two-Way Multi-Use Path, with Centerline	18
Class IV: Separated Bikeway + Sidewalk	18
Edge Lane Markings	17
Extra-Wide Ramps at Crossings	16
Wide, Median Islands	15
Mid-Block Crossings	15
Class I: Two-Way Multi-Use Path, no Centerline	13
Class II: Bicycle Lane	11
On-Street Edge Friction	10
Curb Extensions	9
Traffic Circle	8
Pedestrian Hybrid Beacon (HAWK Signal)	7
Chicanes	5
Narrow Travel Lanes	1



Community Event #2 - Downtown Street Fest, July 2023

The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Downtown Street Fest on July 29, 2023. The pop-up served as an ideal opportunity to speak with the community about the Montebello FMLM project and collect input about what infrastructure types the public would like to see installed around the City. As part of the booth, the KTUA team showcased two temporary infrastructure elements from the SCAG Kit of Parts. These temporary elements included:

- » Separated bike lane
- » Creative crosswalk



Photos of the Downtown Street Fest event.

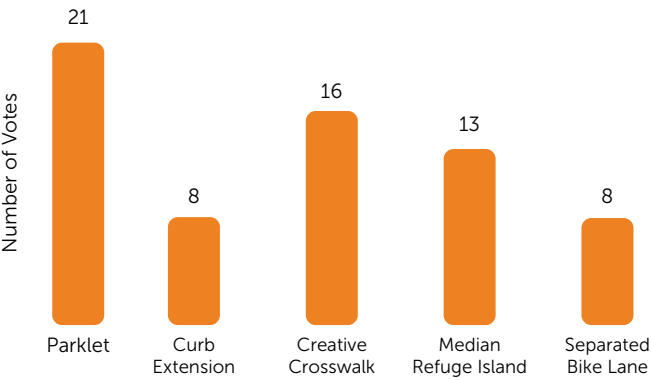


FIGURE 3-1: Results of the SCAG Kit of Parts input board from the Downtown Street Fest.

Montebello residents were able to physically interact with these temporary infrastructures and provide input about what they thought about them. Using stickers, residents indicated which of the temporary infrastructures they liked the most. The parklet received 21 votes, the creative crosswalk received 16 votes, the separated bike lane received 13 votes, the curb extension received 8 votes, and the median refuge island received 8 votes, as shown in Figure 3-1.



Images of the SCAG Kit of Parts creative crosswalk from the Downtown Street Fest.

Community Event #3 - Heritage Festival, October 2023

The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Heritage Festival on October 7, 2023. This is the same event that the KTUA team previously participated in 2022. Due to the success of the previous event, the team decided to pursue the event once again. The pop-up served as a way to update residents on the progress of the FMLM and gain input on some of the current projects that the team has developed over the previous months. The KTUA team distributed snacks and giveaway items for those who participated.

The team interacted with hundreds of event participants and gained valuable insights regarding what projects the public would like to receive funding priority around the City of Montebello. Participants were asked to place stickers on any intersection or priority project they would prioritize funding for. At the conclusion of the event, the boards displayed a distribution of votes across the various proposed projects, as shown in Figure 3-2.



Photos of Heritage Festival Event

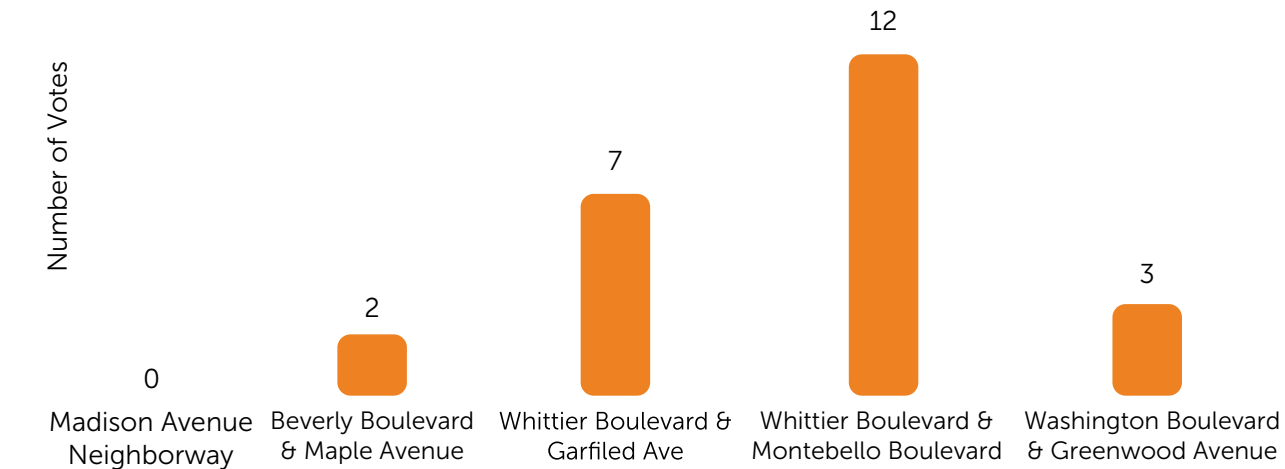


FIGURE 3-2: Results of the SCAG Kit of Parts input board from the Downtown Street Fest.

3.2.3 BRANDING/SOCIAL MEDIA

In order to be consistent with the City’s branding and graphic requirements, a similar type of branding style was used for this Active Transportation Plan (ATP). The project’s branding was used in all outreach materials, including flyers, surveys, maps, and outreach materials.

The City’s social media was used to share updates and events such as the project survey and an educational video about how to participate and give feedback in the FMLM. The City of Montebello also created a landing page on their website for the project to post project information, upcoming outreach efforts, and the project survey.

3.2.4 SURVEY

OBJECTIVE

A survey was created and administered by the project team to allow public input and to help identify barriers that affect access to and from public transit. Findings will be used to inform recommendations for infrastructure improvements to improve first / last mile connections to transit stops.

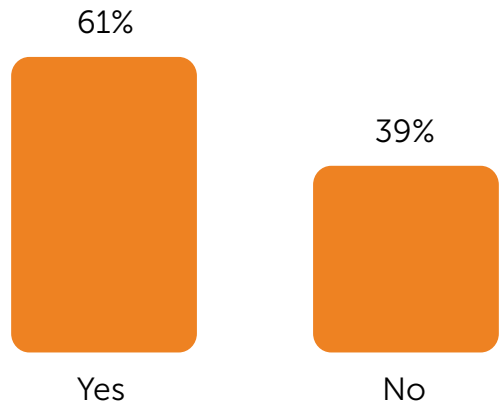
METHODOLOGY

The survey was open to the public for a series of five months (October 2022-February 2023). Respondents were asked to identify any specific barriers or challenges that they have encountered while accessing public transit in the City of Montebello. Additionally, respondents were asked to provide locations and transit route information to accurately pin where these problems exist. A trilingual flyer (English, Spanish, and Mandarin) was created to distribute the survey to residents around the City. It was posted in local libraries, Montebello City Hall, and multiple community centers and is shared in Appendix C.

Additionally, the project team targeted Montebello Unified School district and school principals to help distribute the survey to families. The flyer was also posted on Montebello social media channels and on the project website. Two sets of social media graphics were used to consistently promote the flyer over a series of weeks. The flyer and the social media graphics used is shown in Appendix D.



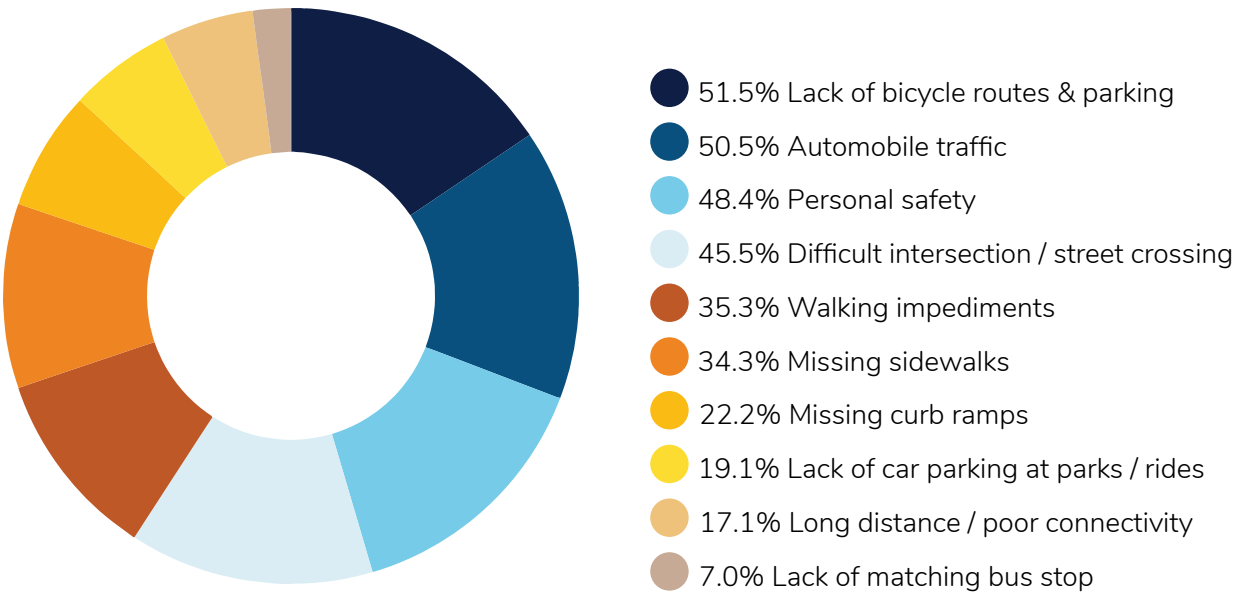
Question 1: Do you experience any problems walking, cycling or accessing transit at a particular location or along a particular route?



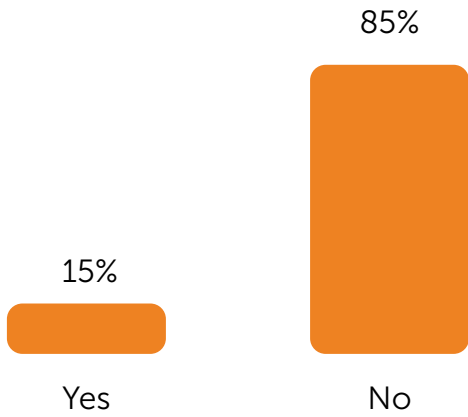
Question 2: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Beverly Boulevard, Whittier Boulevard, and Washington Boulevard. These are some of the important thoroughfares that go through the City of Montebello. The most common bus routes that were mentioned were the 10, 20, and 40 routes.

Question 3: Please note problems associated with the previously mentioned location. Please check ALL that apply.



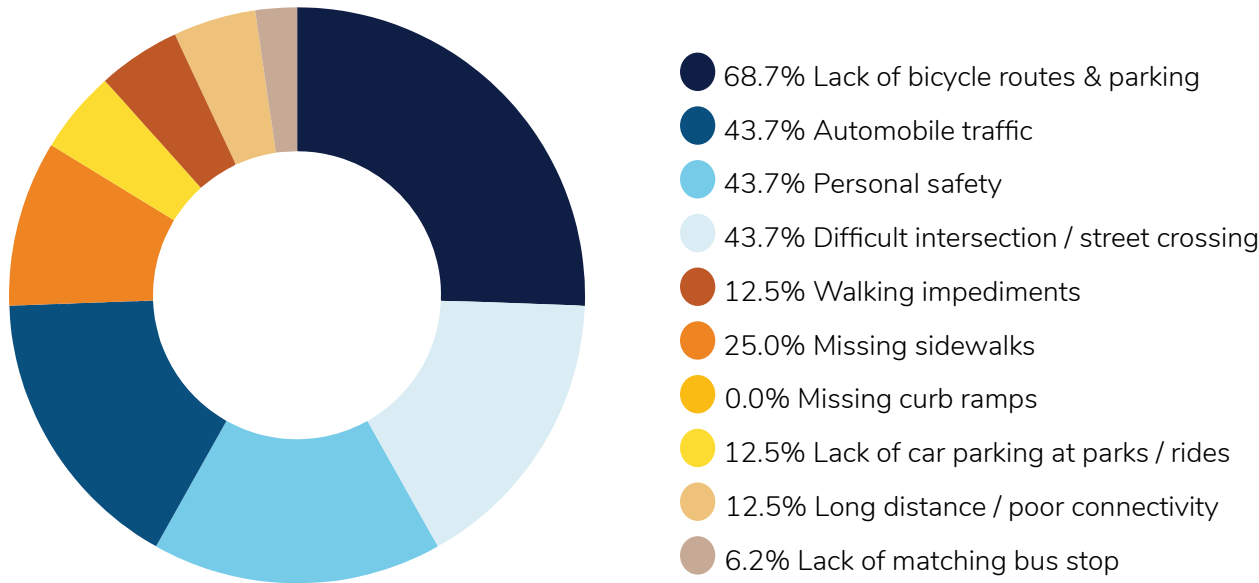
Question 4: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



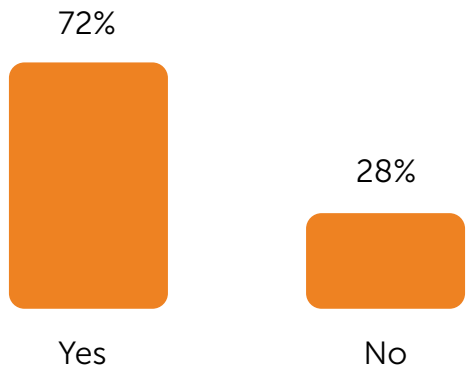
Question 5: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Garfield Avenue, Whittier Boulevard, and Montebello Boulevard. These are some of the important thoroughfares that go through the City of Montebello.

Question 6: Please note problems associated with the previously mentioned location. Please check ALL that apply.



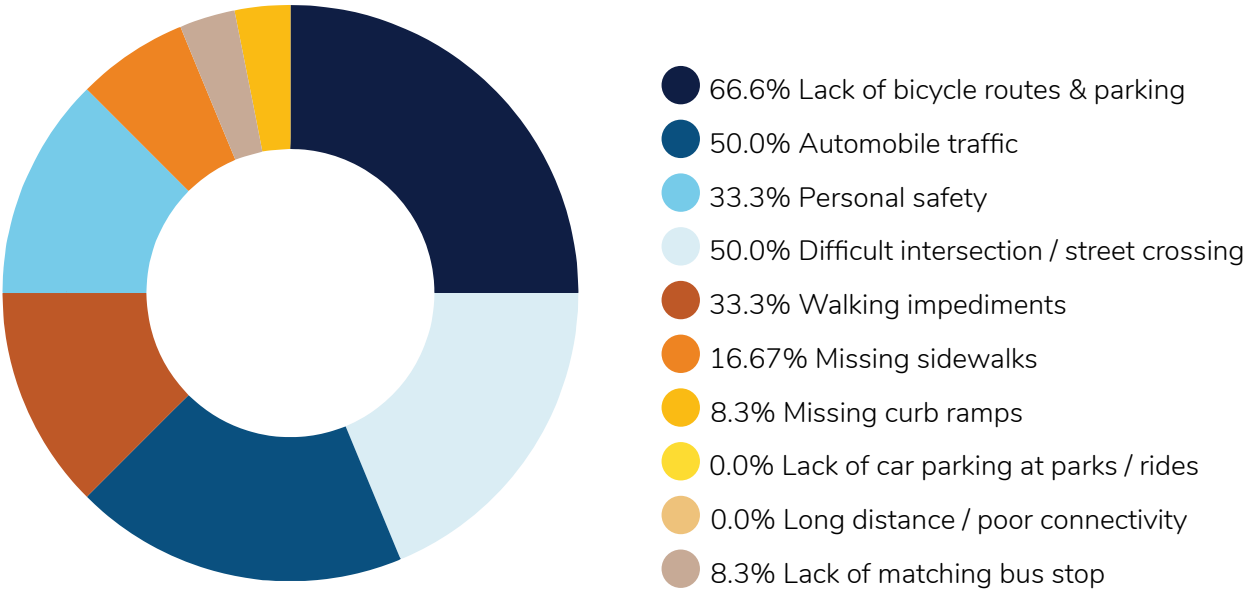
Question 7: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



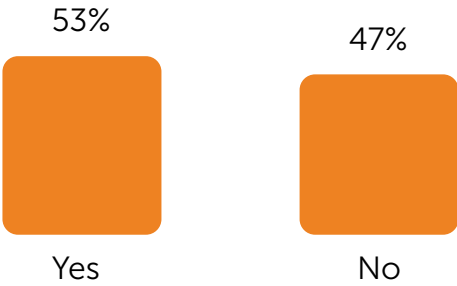
Question 8: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Whittier Boulevard, Montebello Boulevard, and Wilcox Ave.

Question 9: Please note problems associated with the previously mentioned location. Please check ALL that apply.



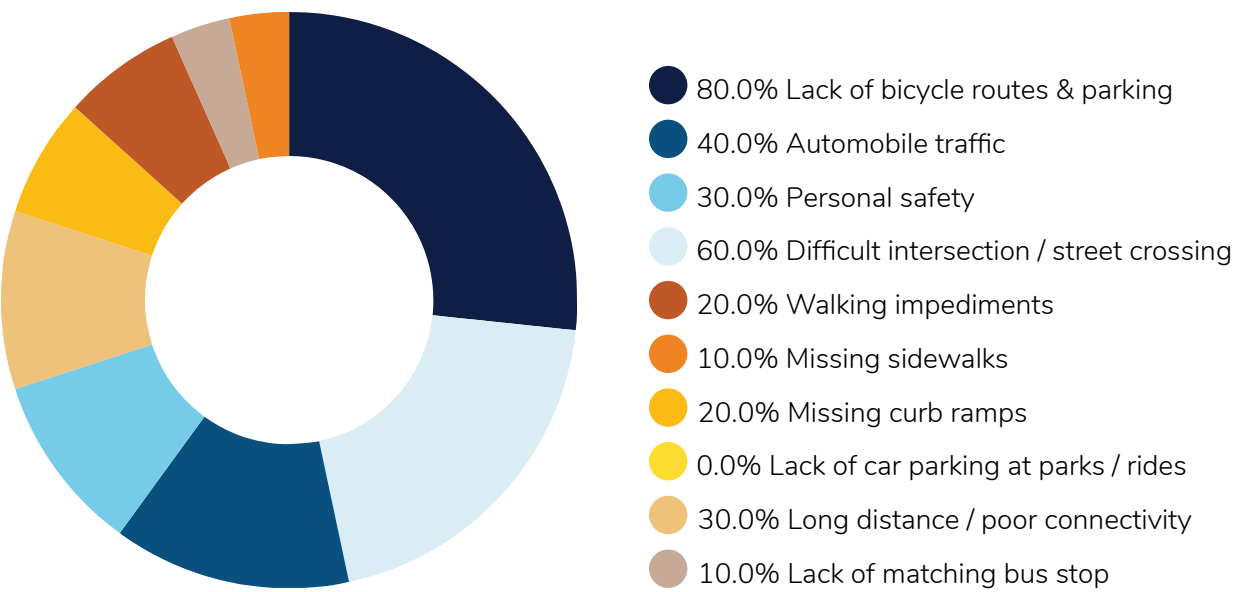
Question 10: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



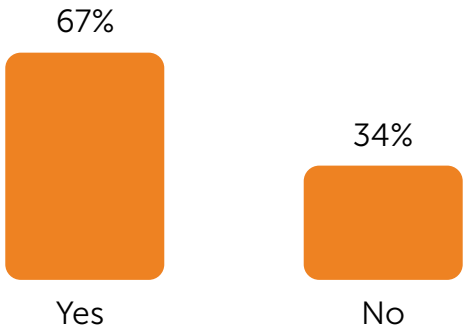
Question 11: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard.

Question 12: Please note problems associated with the previously mentioned location. Please check ALL that apply.



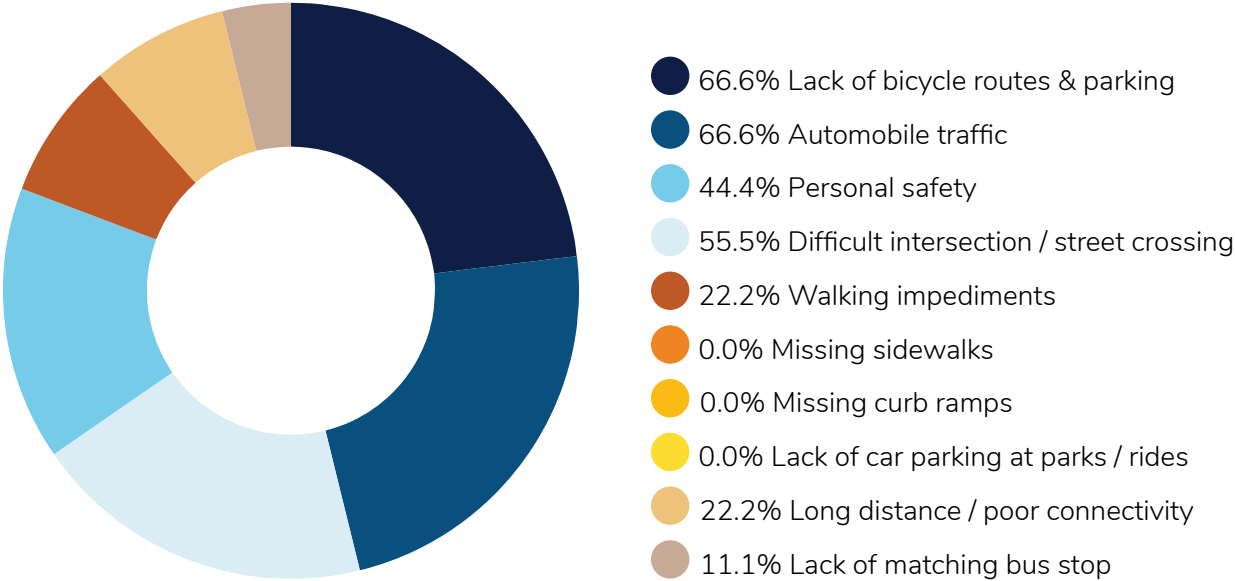
Question 13: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



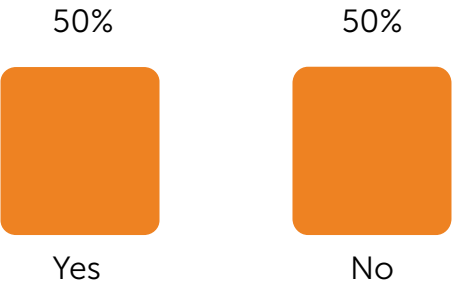
Question 14: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Whittier Boulevard, Montebello Boulevard, and Garfield Avenue,

Question 15: Please note problems associated with the previously mentioned location. Please check ALL that apply.



Question 16: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



Question 17: Do you have other ideas for improving access to transit services? If so, please provide them in the text box below.



Results

At the end of the survey period, a total of 209 responses were collected. Respondents were asked if they have experienced any problems with walking, cycling, or accessing transit at any specific locations.

Respondents reporting experiencing an array of issues from poor connectivity, personal safety, sidewalk gaps, broken infrastructure, and lack of parking at park and rides. Long crossing distances and difficult intersections were also a commonly noted concern.

Recommendations ranged of the addition of bike lanes (especially on major corridors like Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard), the addition of benches and shelters at bus stops throughout Montebello, and the widening of existing sidewalks. Along with the widening of sidewalks, the request for sidewalks where they are missing was also suggested.

A photograph of a residential street intersection. In the foreground, a crosswalk with yellow and white stripes leads across a dark asphalt road. The road curves to the right. On the left side of the road, there is a sidewalk, a grassy area, and a white wall. A street sign on a pole indicates 'LINCOLN AVE' and '2300 W'. In the background, there are several houses with tiled roofs, some trees, and a clear blue sky. A blue overlay box with white text is positioned in the lower right corner of the image.

4 | Vision and Goals

4.1 VISION, GOALS, OBJECTIVES, AND IMPLEMENTATION STRATEGIES

This FMLM Plan will guide the development of first last mile infrastructure to improve connections to and from transit user’s origins and destinations. Through data analysis and stakeholder engagement, the following vision statement and goals were shaped with supporting implementation strategies that serve as action items to help achieve the overarching vision and work towards implementation of recommended solutions.

Vision Statement

To enhance the commuter experience for existing transit users while attracting new riders through safe, convenient, and comfortable bus stop amenities and first last mile infrastructure.

Goals

To realize this vision, it was necessary to develop goals, representing ideal outcomes that encourage high performance.

Objectives

In support of each goal are objectives, or clear and measurable targets representing a step toward achieving a goal.

Strategies

Each objective is supported with strategies that represent a tangible activity working towards attaining an objective; whether it be through policy development, infrastructure treatments, programmatic implementation, or technology.

Goal 1: Provide Safe and Attractive Bus Stops

Objective 1.1: Understand the needs and concerns of transit users.

- » Strategy 1.1.1: Develop an annual satisfaction survey and conduct surveys to gather feedback on bus service, bus stops and the Metrolink Station. Provide QR codes at bus stops and transit centers to direct users to the MBL website to take surveys to obtain regular feedback. (MBL)

Objective 1.2: Identify improvement needs at bus stops and the Montebello/Commerce Metrolink Station.

- » Strategy 1.2.1: Develop a bus stop assessment checklist to assess the condition of high use and/or high complaint bus stops. (MBL)
- » Strategy 1.2.2: Conduct annual bus stop assessments to prioritize bus stops in need of maintenance. (MBL)
- » Strategy 1.2.3: Coordinate assessment of needs and maintenance with the City of Commerce and LA Metro on the Montebello/Commerce Metrolink Station. (MBL)
- » Strategy 1.2.4: Regularly update GIS data with amenities. (MBL)
- » Strategy 1.2.5: Coordinate with Public Works on corridor improvement projects that may assist with installing bus shelters and improving access to transit. (MBL and Public Works)
- » Strategy 1.2.6: Ensure equitable distribution of transit amenities across MBL’s system where they have the decision-making authority and are within their jurisdiction to do so. (MBL)

Objective 1.3: Enhance streetscape along bus routes.

- » Strategy 1.3.1: Streetscapes should be utilized to provide visually attractive and physically comfortable environments that are integrated with similar environments of adjacent private property. Cultural, environmental, and historical considerations should be acknowledged when developing a streetscape. (Public Works)
- » Strategy 1.3.2: Utilize the streetscape to establish a character or theme for special areas, historic districts, activity centers, neighborhoods, or scenic drives and gateways. Refer to Montebello Municipal Code1993 on landscape requirements. (Public Works)

Objective 1.4: Make bus stops a secure environment for customers, both from a traffic safety and from a personal safety perspective.

- » Strategy 1.4.1: Maintain visible level of system-wide security presence and surveillance coverage which may include unarmed security and

activating spaces. (Police Department and Public Works)

- » Strategy 1.4.2: Maintain and provide direct access to Metrolink shuttles, Dial-A-Taxi, buses and transit facilities. Avoid blind spots such as landscaping, fencing and/or structures blocking surroundings to ensure overall visibility of the bus stop from the street and surrounding areas. (MBL and Public Works)
- » Strategy 1.4.3: Maintain/provide additional lighting at all bus stops. Continue to install solar lights at bus stops throughout the MBL system. (MBL)
- » Strategy 1.4.4: Support long-term storage/parking for bicycles and micromobility options at transit stations or options for safely bringing devices on-board. (MBL and LA Metro)

Goal 2: Provide Safe, Comfortable, and Convenient Bicycle, Pedestrian, and Non-motorized Access to Bus Stops and Metrolink Station

Objective 2.1: Conduct annual bicycle and pedestrian safety assessments.

- » Strategy 2.1.1: Annually review pedestrian collision data within a one half-mile and bicycle collision with three-miles of bus stops and Metrolink Station using data such as the SWITRS or Transportation Injury Mapping System (TIMS). (MBL and Public Works)
- » Strategy 2.2.2: Analyze the collected bicycle and pedestrian collision data to identify hot spot locations and trends to develop countermeasures to mitigate the causes of collisions. The safety approach will not be limited to hotspot mitigation. Refer to this First Mile-Last Mile Plan for example countermeasures and recommendations. (MBL and Public Works)
- » Strategy 2.2.3: Refer to the City’s Local Road Safety Plan (LRSP) to identify high-injury corridors and make recommendations. Pursue funding through the federal Highway Safety Improvement Program (HSIP) or SS4A Grant Program to further implement safety countermeasures. (MBL and Public Works)

Objective 2.2: Provide a connected, comfortable, and safe pedestrian and bicycle network.

- » Strategy 2.2.1: Develop an Active Transportation Plan to build upon First Mile-Last Mile Plan components. (MBL and Public Works)
- » Strategy 2.2.2: Develop a bus stop access assessment checklist to assist in assessing non-motorized access to bus stops to complete station area pedestrian, bicycle and micromobility improvements to improve transit access and safety. (MBL)
- » Strategy 2.2.3: Prioritize underserved neighborhoods where walking, bicycling, and using the bus is the primary mode of transportation. (MBL and Public Works)
- » Strategy 2.2.4: Build upon the First Mile-Last Mile Plan and analyze the number of missing sidewalks and crossing locations within one quarter mile of new bus stops, high ridership bus stops and Metrolink Station to identify likely paths of travel to bus stops that connect neighborhoods and destinations. (MBL and Public Works)
- » Strategy 2.2.5: Improve pedestrian linkages between residential, commercial, and community facilities and schools to bus stops by providing direct and continuous access. (MBL and Public Works)
- » Strategy 2.2.6: Implement well defined crosswalks at intersections, and mid-block crossings to increase safe access to bus stops and local destinations. (Public Works)
- » Strategy 2.2.7: Pursue funds to implement active transportation improvements through grants programs such as the Caltrans Active Transportation Program, Safe Streets and Roads for All and Prop 68 Urban Greening Program. (MBL and Public Works)

Objective 2.3: Implement Complete Streets projects to provide multi-modal access to bus stops and the Metrolink Station.

- » Strategy 2.3.1: Develop a Complete Streets Corridor Plan with first and last mile to transit components for high need, high collision rate corridors. (MBL and Public Works)
- » Strategy 2.3.2: Identify improvements aimed at enhancing the safety of existing roadway us-

- ers (e.g. traffic signal coordination, traffic circles, roundabouts, bicycle facilities, etc.). (MBL and Public Works)
- » Strategy 2.3.3: Utilize minimum turning radii and/or curb extensions as a traffic calming technique at locations that street character, as defined by land use and street classification, calls for slower speeds and enhanced pedestrian environments. Traffic calming measures should:
 1. Promote safe and attractive conditions for motorists, bicyclists, pedestrians, and residents on neighborhood streets;
 2. Mitigate the impact of vehicular traffic, including excessive speed and collisions.
 3. Discourage cut-through traffic in residential areas
 4. Provide a visually attractive environment for those who use the bus or travel by active transportation modes through an area by increasing landscaping and gateway opportunities. (Public Works)
 - » Strategy 2.3.4: Expand the Capital Improvements Program to includes numerous other programs and projects like the Associated Capital Maintenance Program, Bus Stop Improvement Project, CAD/AVL Passenger Information System Project (PISP), Enterprise Asset Management System, Facility Improvements, Hybrid Bus Repower, Pico Rivera Transit Center, Support Vehicles, Technology and Equipment Support, Transit Coach Tires, Universal Fare System, Vehicle Replacement Project. (MBL and Public Works)

Objective 2.4: Explore Transportation Network Companies (TNCs) and micromobility options to access bus stops and the Metrolink Station.

- » Strategy 2.4.1: Work with ride sharing / ride hailing private companies such as Uber and Lyft to provide valuable and discounted on-demand first and last mile connection to the Metrolink Station. Explore equitable or discounted fees for the underserved. (MBL)
- » Strategy 2.4.2: Integrate micromobility parking at high-use bus stops and the Metrolink Station for the expanding use of scooters and bike share. Explore equitable or discounted fees for the underserved. (MBL)

- » Strategy 2.4.3: Plan and design mobility hubs at civic centers, regional shopping centers, schools and other areas where needed. (MBL and Planning & Community Development)

Goal 3: Coordinate Land Use and Transit Planning

Objective 3.1: Encourage coordination of land development to promote active transportation and bus use.

- » Strategy 3.1.1: Utilize a collaborative planning process such as project Technical Advisory Committees and Development Review Committees to encourage the integration of non-motorized transportation modes in new and redevelopment projects and corridor studies with existing and future bus routes. As part of these discussions, encourage designing safe and pleasant bus stops near activated locations to provide more visibility around the bus stops. (MBL)
- » Strategy 3.1.2: Continue coordination between LA Metro, SCAG, and neighboring cities on future Transit-Oriented Development (TOD) hubs to be included in future planning. (MBL and Planning & Community Development)
- » Strategy 3.1.3: Plan and install bus stops to coordinate with the community and regional multi-modal transportation system and support existing land uses such as mixed-use development and high density housing. Providing bus stops in activated locations provides additional visibility and lighting around bus stops. (MBL)
- » Strategy 3.1.4: Locate and concentrate land uses and urban design to promote and facilitate safe pedestrian and bicycle access to public transportation and installation of new bus stops or improving existing ones. Design adjacent bus stops to provide increased bus stop access and safety while providing additional safety features at the bus stop itself such as shelters and additional lighting. (MBL and Planning & Community Development)
- » Strategy 3.1.5: Coordinate the development of land use, transit and active transportation strategies in areas expecting growth. (MBL and Planning & Community Development)

Objective 3.2: Improve the street-land use relationship to provide additional visibility and amenities for bus stops.

- » Strategy 3.2.1: Along bus routes, locate new buildings within a reasonable walking distance from the right of way line to allow easy access for bus and Metrolink users. In placing buildings along arterial or major collector streets, accommodate for the required space for bus shelters with adequate sidewalk and parkway widths. (MBL and Planning & Community Development)
- » Strategy 3.2.2: Minimize parking and maximize land-use density within close proximity to bus facilities to provide additional visibility around the bus stop. (MBL and Planning & Community Development)
- » Strategy 3.2.3: Minimize walking distances between developments and bus stops, especially those with walls or gates, to provide better access to transit. Where applicable, provide additional safety measures such as additional lighting and aesthetics such as an improved streetscape. (MBL and Planning & Community Development)

Goal 4: Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility

Objective 4.1: Continue to improve public awareness of safety practices.

- » Strategy 4.1.1: Foster a culture of traffic safety by developing and conducting annual public outreach events to encourage and educate on safely accessing bus stops and bus stop safety. (MBL)
- » Strategy 4.1.2: Partner on regional safety campaigns to improve driver awareness of the needs and rights of vulnerable road users. (MBL)
- » Strategy 4.1.3: Pair major infrastructure changes and enforcement activities with messaging to communicate to community members the importance of traffic safety. (MBL and Public Works)

Objective 4.2: Advocate public transportation and enhance the image of MBL.

- » Strategy 4.2.1: Continue the ongoing campaign to promote the sale of Transit Access Pass (TAP) and MBL Bus Tokens. (MBL)

- » Strategy 4.2.2: Continue the partnership with local business through a MBL Day Pass Program to jointly promote transit and local businesses. (MBL)
 - » Strategy 4.2.3: Coordinate with multiple school districts to promote transit services and the benefits of student monthly passes; as well as a partnership with the Montebello Unified School District Parent Teacher Association to promote the Student Monthly Pass. (MBL)
 - » Strategy 4.2.4: Continue partnership with The Shops at Montebello. (MBL)
 - » Strategy 4.2.5: Participate in the (LIFE) Low income Fare is Easy Program led by Metro. This program provides fare subsidies that allow low-income patrons to redeem toward transit passes for eligible riders including adult regular fare, Senior/Disabled/Medicare, K-12, and college/vocational students who meet the criteria. (MBL)
 - » Strategy 4.2.6: Continue ongoing meetings with the Transportation Citizen Advisory Committee to receive input from patrons of Montebello Bus Lines and the Dial-A-Taxi services. (MBL)
 - » Strategy 4.2.7: Work with the City's Council Ad Hoc Committee for future programming efforts. (MBL)
 - » Strategy 4.2.8: Continue to grow and expand MBL's social media outreach program (Facebook & Instagram) and in bus marketing to promote ridership. (MBL)
- Goal 4: Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility**

4.2 TRANSIT AGENCY INTERVIEWS

The project team interviewed six various transit agencies or municipal jurisdictions. The purpose of this exercise was to uncover lessons learned and best practices that can be applied to this Plan through policy development and design. The interview questions can be found in Appendix E.

1. KING COUNTY METRO

June 22nd at 2:30pm

Interviewed: Malva Slachowitz, Senior Transportation Planner, Bike & Walk Program

King County Metro (Metro) serves the County as a transit agency but does not have control of the rights-

of-ways (ROW), which are overseen primarily by municipalities. Advantages of Metro is their focus on equitable mobility and therefore is in a position to develop ways to evolve and experiment with its service models and capital investments. Disadvantages include no control of the ROW, funding limitations, and expectations for parking. On-demand services have challenges for outsourcing, labor relations, technology, and equitable access. A key takeaway is that a bus stop warrants a shelter when there are 50 boardings per day in Seattle or 25 per day outside of Seattle.

2. LA METRO

July 11, 2023 at 1:45pm

Interviewed: Jacob Lieb, Senior Director and Chris Moorman, Senior Transportation Planner

LA Metro’s First/Last Mile Planning Division (Metro) has a team of five people and only two which focus on securing funding. Metro has a strong suit in community engagement, with strong standing relationships for Community Based Organizations. Challenges Metro faces are blurred responsibilities between other agencies such as on the design and maintenance of streets. Metro has programs to evaluate passenger safety and comforters well as safe access to and from bus stops. Metro shared valuable resources such as their Metro Strategic Plan, their project prioritization methodology, Bike/Bus Interface Study to use as reference in the development of the City of Montebello’s First Mile Last Mile Master Plan.

3. Long Beach Transit

July 11, 2023 at 4:00pm

Interviewed: Jessica Cignarella - Manager of Transit Service Planning; Marisol Barajas - Manager of Government Relations

Long Beach Transit (LBT) does not have any staff dedicated to secure first last mile project funding. A challenge for LBT is integrating schedules of different service providers, meaning riders may have a long wait during transfers. Another challenge is there is a lot of grandfathered-in infrastructure leading to inconsistent ADA compliance across cities. They are currently working on how to prioritize bus stops that are ADA non-compliant as well as SCAG’s High Quality Transit Areas. LBT has introduced GoPASS for K-12 students and select universities which has resulted in an increased youth/student ridership.

4. FOOTHILL TRANSIT

July 13, 2023 at 2:30pm

Interviewed: Josh Landis, Planning Manager

Foothill Transit (FT) has a dedicated grant coordinator who secures first last mile and active transportation funding. Challenges the agency faces is limited bus access to neighborhoods with narrow streets for the 40’ long buses. FT has 100% ADA compliance and has removed all non-compliant stops or made improvements to make them compliant. This both minimizes lawsuits as well as guarantees ADA compliance for riders. Stop Diets have also increased convenience for riders by limiting one bus stop per quarter mile except in downtowns and commercial centers to shorten commute times. Bus stop prioritization typically comes from customer requests and ADA compliance is always the first factor considered. FT has good relationships with each jurisdiction which streamlines coordination system-wide.

5. BERKELEY DEPARTMENT OF PUBLIC WORKS

August 9, 2023 at 9:30am

Interviewed: Eric Anderson, Principal Transportation Planner

When it comes to implementing countermeasures, Berkeley looks to their Vision Zero Action Plan. Rather than focusing on hot spots after they become a problem area, they take a proactive approach and view vision zero as a systemic issue. They implement countermeasures with similar roadway or bus stop characteristics as the existing problem areas to prevent serious injuries or fatalities. For larger infrastructure such as bus shelters with real time display, this is handled by the bus agency, ACT with JPA. The City helps with smaller amenities such as bus benches, trash receptacles, and streetscape elements.

6. OMNITRANS

August 18, 2023 at 1:00pm

Interviewed: Anna Jaiswal, Development Planning Manager

The greatest concern for Omnitrans is the safety of riders, especially while waiting at bus stops. Similar to other transit agencies interviewed, Omnitrans does not have control of the ROW which limits involvement of first last mile improvements, especially for ADA compliance, which is another big challenge for the agency. Omnitrans maintains the immediate station area but everything else is the City’s responsibility. Coordination between all 16 jurisdictions is

challenging and requires a lot of permitting. Bikeshare and scootershares have been discussed but deemed too challenging with the inter-jurisdictional coordination. Omnitrans does have a Bus Stop Improvement Plan and Connect Transit Plan to prioritize amenities and projects, highest ridership receiving the largest priority.

Common Themes

Transit agencies do not typically have control of right-of-ways which significantly limits their involvement on first last mile infrastructure projects. Across the agencies we interviewed, each has different ways of prioritizing projects and transit stops from ridership volumes, ADA compliance, and MPO guidance. Multi-jurisdictional agencies typically have more difficult times implementing systemwide changes and good relationships and regular communication is recommended to help streamline improvements.



5 | Policy Development

5.1 BEST PRACTICES AND RECOMMENDED POLICIES

This section focuses on the best practice first-last mile policies to improve access and safety to bus stops, improve safety and amenities at bus stops and develop complete streets to encourage transit use. This section summarizes key regional and local planning policies, the programs, and practices necessary to improve safety for all roadway users, with a focus on those walking, bicycling and taking transit. The best practice policy examples and actions are aimed to instill collaboration between the various City departments, community partners, and regional agencies. These best practice policies help to implement infrastructure, amenities, strategies, and programs to encourage travel by walking, bicycling, transit, and integrate many policies from the City’s latest 2023 Draft General Plan.

The best practice policies recommended for Montebello, as shown in the subsequent pages, were determined by analyzing policies, goals, objectives, and recommendations from other jurisdictions, stakeholders and community feedback. These recommendations are meant to further guide improving the infrastructure around bus stops to better serve MBL’s riders. The actions items are a combination of first-last mile specific action items, along with actions items from the 2023 General Plan.

To understand the action items, those that begin with “GP” are action items directly pulled from the 2023 General Plan that relate to the policy. These provide a strong framework and consistency with the General Plan. The “FLM Action” represents action items specific to this plan, or first-last mile recommendations, to strengthen the policies. There are numerous other policies and action items related to Complete Streets, transit, active transportation, transit oriented development, and location specific policies in the General Plan for more information.

Policy 1. Support and promote walking, biking, and other non vehicular modes as an alternative to driving within Montebello. (General Plan P4.1)

This first policy is directly pulled from the 2023 General Plan and provides the guidance to promote non-vehicular modes throughout the City. These action items facilitate walking, bicycling and transit use as key mobility options to improve accessibility and overall quality of life.

General Plan Policies:

GP A4.1a: Prepare and adopt an active transportation plan (ATP) with bicycle and pedestrian improvements built upon the San Gabriel Valley Council of Governments (SGVCOG) recommendations.

GP A4.1b: Balance the provision of on-street bike lanes and regional bikeways along arterial roads with on-street bike routes/boulevards and local-serving bikeways along residential streets.

GP A4.1c: Coordinate with adjacent jurisdictions to ensure that the City’s bikeways are connected and consistent with existing and planned bikeways at the City limits.

GP A4.1d: Facilitate non-motorized connectivity to key destinations in the city through bicycle and pedestrian-oriented wayfinding signage.

- » Coordinate to provide the opportunity for wayfinding customization, themes, and consistent design quality to promote connectivity to bus stops, the Montebello Metrolink Station, park and ride lots, and other local and regional activity centers.

GP A4.1e: Improve access to the Rio Hondo River Trail by opening additional access points and positioning wayfinding between the trail and key destinations in Montebello.

GP A4.1f: Require new development projects to provide adequate bicycle and pedestrian access, plus the provision of safe and secure bicycle parking.

GP A4.1g: Enhance the pedestrian and bicycle experience in the Downtown Specific Plan area and other key destinations through amenities such as wide sidewalks, low-stress bikeways, landscaping, pedestrian-oriented lighting, high-visibility crosswalks, and other improvements.

GP A4.1h: Establish citywide mode split goals and Vehicle Miles Traveled (VMT) threshold targets as a means to reduce traffic congestion, support healthy communities, and improve accessibility by transit-dependent populations.

Policy 2. Provide clean, safe, and comfortable bus stops and bus stop access to encourage transit use.

Passenger comfort, safety, and convenience are all impacted by bus stop features that are located off the street or roadway, commonly referred to as curbside improvements. This section provides policy guidance on how the City can provide the appropriate bus stop amenities to make transit use safe and comfortable.

For any transit system, expanded amenities beyond the standard bench or shelter are typically warranted. According to the City’s latest General Plan, one of the key findings related to transit conditions was that the city could benefit from improved passenger amenities at bus stops outside the downtown area. Challenges may include having adequate sidewalk space to install shelters. The following best practice policies are aimed to help Montebello Bus Lines on how to create attractive bus stops that are safe and comfortable places to board and alight.

GP A4.2d: Enhance bus stops in the city incorporating high-quality transit stop design and amenities that create a simple, legible, and pleasant experience at the bus stop.

- » Provision of comfortable shelter and seating can significantly improve perception of wait time and rider satisfaction. Ensure the waiting passengers can be seen from outside by using glass or open design for the back wall. Include lighting in the shelter, or locate shelters in a well-lit area. Signs at bus stops must indicate critical information including the stop name, route number, stop number, direction or destination, and system logo.

GP A4.2e: Coordinate with Metrolink to enhance the Montebello/Commerce Station’s passenger amenities, bus transfer facilities, parking facilities, and other elements to encourage rail ridership in the City.

GP A4.2h: Improve connectivity within growth neighborhoods, areas of opportunity and for transit-dependent populations to enhance access to local and regional transit services.

GP A4.3c: Create small-scale mobility hubs at key multimodal transfer points.

- » Mobility Hubs can serve as focal points for local micromobility and wayfinding networks, with amenities such as: transit and bike route information; bike repair stations; shade; and pedestrian-scaled lighting and wayfinding.

FLM Action 2.1: Provide or encourage clean, lighted, and convenient bus shelters that are within walking and biking distance of major activity areas, residential neighborhoods, and arterial roadways.

FLM Action 2.2: This Plan recommends installing shelters and benches where they are missing. If resources are limited then develop a ranking methodology to prioritize bus shelter locations. Criteria might include the following, but not limited to:

- » Passenger volume
- » Traffic volume and circulation
- » Demographic analysis such as areas in low-income neighborhoods, minority populations, transit dependent neighborhoods with low vehicle ownership in accordance with SCAG’s definition of Disadvantaged Communities

FLM Action 2.3: The City and private developers should provide and maintain street trees and other landscape treatments along corridors near bus stops within the public right-of-way to provide sufficient shade canopy and promote pedestrian comfort without impeding bus access or opportunities to install shelters.

FLM Action 2.4: Encourage the development of adjacent businesses near major bus stops to activate the space and make these facilities safer and more pleasant. The City can offer incentives to new development projects and existing businesses.

FLM Action 2.5: Coordinate with other agencies, not-for-profit organizations, and community groups to improve the physical and built environment around bus stops. Examples of improvements include universal design, gardens, green space and open space, and access to parks and recreation amenities.

PLM Action 2.6: Partner with local public art programs and artists to create artwork that is visually connected to the historical, environmental, or cultural aspects of the site.

Policy 3. Provide safety amenities at bus stops.

Bus stops are critical connection points between modes of transportation. Bus stops should be comfortable, safe, convenient, and designed for the local context. They should complement the larger transportation network and provide a sense of safety at all times of the day. There are several strategies that can be explored to activate the space around bus stops that experience crime, have high ridership, or experience regular complaints.

Bus stops with elements such as shelters, benches, and in-shelter lighting increase the comfort, convenience, and visibility of patrons and the stop itself. This investment in infrastructure can raise the overall attractiveness of bus service and help meet MBL’s targets for ridership growth.

GP A2.3b: Prioritize placemaking.

- » Create a plaza at the future Greenwood Avenue Station that features a variety of public amenities that will increase the attractiveness of the station and catalyze mixed-use development activity on adjacent land. This new station would extend the L Line east from its terminus at the Pomona/ Atlantic Station. Establishing an Enhanced Infrastructure Financing District (EIFD) in the area could also help capture increased value that comes along with TOD adjacencies as well help fund infrastructure needed for placemaking.

FLM Action 3.1: Encourage the provision of amenities such as seating, lighting, and signage (including real-time arrival information), and bicycle parking areas at bus stops, shuttle stops, and the Metrolink Station to increase rider comfort, safety, convenience and future light rail station.

FLM Action 3.2: Install additional lighting at bus stops (solar preferred) and cameras at high stops where high incidents of crime or complaints have occurred. Explore the installation of blue light emergency phones as additional safety amenities. Coordinate with the Police Department on monitoring and maintaining surveillance cameras and blue light emergency phones.

FLM Action 3.3: Work with local businesses and property owners that are adjacent to the stops with high complaints to develop viable solutions such as providing security cameras or additional lighting. Bus stop relocation or shelter removal is a last resort be-

cause it inconveniences customers, and a new location may not be viable.

Policy 4. Utilize complete street strategies to improve bus stop accessibility.

Interconnected pedestrian and bicycle infrastructure with transit provides viable transportation choices for everyone and this contributes to the health, equity, and quality of life of Montebello residents. It was noted in the General Plan that walking and biking connectivity to the Metrolink Station should be improved. Embracing Complete Streets strategies into redevelopment and roadway improvements go a long way toward achieving a truly Complete Street.

GP A4.5a: Develop and formally adopt a citywide Complete Streets Ordinance.

GP A4.5b: Utilize a Complete Streets approach that acknowledges all users when improving existing transportation facilities or designing new transportation facilities in the city.

FLM Action 4.1: Use a Complete Streets approach that is best suited to meet the goals of the corridor or area to maximize the number of people walking or biking to transit. Improve bicycle transportation infrastructure and conditions along preferred corridors three miles from a transit station or bus stop and half-mile for pedestrian infrastructure.

- » A Complete Street may include, but not be limited to, sidewalks, bike lanes (or wide paved shoulders), special bus lanes, bus turnouts, comfortable, safe, and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.

FLM Action 4.2: Utilize Complete Streets concepts to accommodate and optimize new technologies and micromobility devices, first-last mile connections to transit, and curbside management strategies, to provide safe and accessible choices to increase active transportation and transit use.

FLM Action 4.3: Dedicate funding to implement improvements related to Complete Streets policies and implementation.

FLM Action 4.4: Prioritize a network of Complete Streets designed for users of all ages and abilities to

access bus stops and the Metrolink Station and future light rail station. Focus the designs first and foremost on critical areas, which are usually the intersections, before expanding it to the entire network.

FLM Action 4.5: When redesigning roadways, prioritize safety over motor vehicle capacity. All streets should be designed to be accessible for walking, biking, and accessing bus stops and Metrolink Station.

FLM Action 4.6: Test bold, creative approaches to safer street design. Improving street design is neither an insurmountable nor expensive challenge. Coordinate with SCAG on their *Go Human* campaign to test low-cost, short-term interventions to create safer streets. When a solution is implemented, measure the results to gauge the impact of their projects to work toward permanent solutions.

FLM Action 4.7: Explore policies that prohibit street widening projects that negatively impact pedestrians, bicyclists and transit users’ level of service.

Policy 5: Utilize traffic calming and safety countermeasures to improve accessibility to bus stops and the Metrolink Station.

This policy explores the principle of traffic calming to provide a full range of treatments to slow vehicles as they move through commercial corridors and residential neighborhoods. The benefit for pedestrians and bicyclists is that vehicles drive at speeds that are safer and more compatible with walking, biking, and accessing bus stops. Traffic calming can take on many forms and costs, such as paint and bollards to traffic circles and roundabouts. It will be key to integrate bus stop access into traffic calming projects to provide the transit users with safe access to their destinations.

GP A4.6e: Monitor residential streets and implement traffic calming as needed to discourage cut-through traffic, developing strategies in conjunction with the neighborhood at large.

GP A4.7b: Explore opportunities to provide grade-separated bicycle and pedestrian crossings at locations where railroad tracks serve as a barrier to direct walking and bicycling connectivity, such as residential streets cut off by railroad tracks.

FLM Action 5.1: Provide pedestrian-friendly safety improvements, such as crosswalks and pedestrian signals near bus stops and the Metrolink Station.

FLM Action 5.2: Where feasible, implement proven traffic calming measures, such as speed humps, speed tables, curb extensions, roundabouts, and traffic circles, to slow vehicular speeds and improve bicycle and pedestrian safety.

FLM Action 5.3: Implement floating bus stops to facilitate buses moving in and out of traffic and to reduce bus travel time, increasing convenience and attractiveness of transit use.

FLM Action 5.4: Where feasible, implement full street improvements, including paving, curbs, gutters, and sidewalks are to be encouraged where necessary for public health, safety, and welfare.

FLM Action 5.5: Where feasible, separate pedestrian and bicycle traffic from vehicular traffic on major roadways to protect the safety of roadway users. Driveways and minor roads should have raised bicycle and pedestrian crossings and intersections should be protected to mitigate right hook conflicts.

Policy 6: Develop programs to encourage transit use and safety.

Shifting the daily commute from cars to sustainable transport modes, like public transportation, walking, and biking, incorporates physical activity into everyday commuting and can improve health and happiness. Programs should be explored with local and regional employers to encourage transit use by providing incentives and education on the benefits of alternative transportation.

GP A1.5a: Develop incentives and adopt regulatory standards to reduce transportation emissions. In addition to reducing the number of miles driven, the fuel efficiency and emissions standards of vehicles must also improve. Working in collaboration with local, regional, and state agencies, Montebello will seek to increase use of clean fuels in public and private automobile fleets, consider new legislation, and implement educational programs.

GP A1.5b: Promote use of alternate modes of transportation in the City of Montebello, including pedestrian, bicycling, public transportation, car sharing programs and emerging technologies.

GP A1.5e: Require and incentivize projects to incorporate Transportation Demand Management (TDM) techniques.

- » Encourage major employers to reduce vehicular

trips by offering incentives such as, but not limited to, free or reduced-fare transit passes, transit stipends, and company-wide contests and events.

GP A4.4d: Update the City’s parking code to allow shared parking arrangements, flexible parking standards such as unbundled parking and parking in-lieu fees in mixed-use areas and/or in proximity of high-quality transit.

GP A4.5i: Utilize educational strategies to improve awareness of safe walking, biking, and driving habits. Work with community-based organizations to develop and implement these strategies.

GP A4.8e: Monitor and evaluate the development of new mobility technologies.

FLM Action 6.1: Collaborate to develop back-to-school marketing campaigns to promote bus, car-pool, walking, and biking to school. The marketing campaign can include suggested route maps, safety education materials, volunteer opportunities, event calendars, and traffic safety enforcement notices.

FLM Action 6.2: Avoid high intensity uses in locations with minimal transit service.

Policy 7: Develop programs to encourage safety at bus stops and the Metrolink Station.

Safety features at bus stops are the highest priority to improve transit rider safety, such as additional lighting, activating the space around the bus stops, and providing shelter from environmental elements. As part of encouraging the use of transit and the safety issues at some bus stops, programs are an important part to help mitigate some of those concerns. This section summarizes some of the best practices that are being employed regionally and statewide that can be explored.

FLM Action 7.1: Develop a safety awareness campaign to include short instructional videos, newspaper ads, social media, and community engagement. Engage local community-based organizations to plan and develop these campaigns.

FLM Action 7.2: Support Neighborhood Watch programs. Members should all be given training to ensure that racial bias is not used during neighborhood watch activities.

FLM Action 7.3: Continue to provide community pro-

grams that develop positive relationships between the Montebello Police Department and community members to provide a safe and secure environment for bus and transit users.

FLM Action 7.4: Establish a uniformed and unarmed security presence on buses and at bus stops such as a “Transit Ambassador” program used by LA Metro in the Los Angeles region.

» This program is believed to have helped to significantly improve security where it has been employed. These ambassadors receive additional de-escalation and anti-bias training before being deployed. These ambassadors will be dedicated to riding transit which in turn helps represent a new shift in the deployment strategies of Metro armed security agents. Across the country, these approaches are helping transit agencies provide additional passenger security and comfort, while allowing sworn, armed police officers to focus their efforts on more serious criminal activity. Prior to implementing a full-scale deployment, a pilot program should be considered to evaluate and refine the program.

FLM Action 7.5: Prioritize stops that routinely draw complaints of illicit or unwanted activity for Transit Ambassadors to regularly monitor to deter illicit behavior.

FLM Action 7.6: Install surveillance cameras at some of the higher ridership bus stops and bus stops with the most complaints.

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6 | Projects

6.1 IMPLEMENTATION PLAN AND MONITORING GUIDE

This chapter focuses on the key outcomes of the Plan: the recommendations and initial project implementation to support first-last mile connections in Montebello. Section 6.2 showcases a toolbox of first last mile treatments to increase safety, comfort, and access at transit stops for people using transit. Some of these treatments are applied to the priority projects and others can be used as a guide for additional enhancement projects. Section 6.3 covers what criteria guided the selection of the priority projects and lists additional corridors recommended for study in the future. Section 6.4 includes the specific intersection designs and corresponding cut sheets that show initial project recommendations and what measures should be implemented at each location. The callouts on the aerial photos are intended to be used to pursue grant funding for implementation. Section 6.5 discusses the benefits of implementing the proposed first last mile treatments. Finally, section 6.6 includes metrics to be used to measure progress of implementation of first-last mile treatments in Montebello.

6.2 FIRST MILE LAST MILE TOOLBOX

This chapter includes project recommendations meant to improve bicycle and pedestrian safety at and around bus stops. The recommendations are designed to help the City of Montebello allocate funds as they become available and compete for grant funds as opportunities arise. The chapter begins with an overview of the different types of built infrastructure that have been designed throughout California. This “Street Toolkit” includes active transportation recommendations for bicycle, pedestrian, and traffic calming treatments.

6.2.1 BICYCLE FACILITIES

Class I: Multi-Use Paths

Class I multi-use paths (frequently referred to as “bicycle paths”) are physically separated from motor vehicle travel routes, with exclusive rights-of-way for non-motorized users like bicyclists and pedestrians. They require physical buffers to ensure safety and comfort of the user.

Class II: Bicycle Lanes

Bicycle lanes are one-way facilities that carry bicycle traffic in the same direction as the adjacent motor ve-



Class I: Multi-Use Path



Class II: Bicycle Lane



Class III: Bicycle Route



Class IV: Separated Bike Path

hicle traffic. They are typically located along the right side of the street (although can be on the left side) and are between the adjacent travel lane and curb, road edge, or parking lane. They are not physically separated from motor vehicle traffic.

Class III: Bicycle Routes

A bicycle route is a suggested bicycle corridor marked by signs designating a preferred street between destinations. They are recommended where traffic volumes and roadway speeds are 35 mph or less.

Class IV: Separated Bikeways

Separated Bikeways, sometimes called cycle tracks, are on-street bicycle facilities with a physical separation between the bikeway and vehicle travel lanes usually with flexible posts, planters, or poured concrete. Often times, Class IV bikeways are parking-protected, where parked cars offer a buffer from traveling cars. Typologies for designing Class IV Separated Bikeways at bus stops can be found in Appendix G.

Shared Lane Markings (“Sharrows”)

The shared lane marking is commonly used where parking is allowed adjacent to the travel lane. It is now common practice to center them within the typical vehicular travel route in the rightmost travel lane to ensure adequate separation between bicyclists and parked vehicles. Many cities install sharrows over a green background to enhance visibility.

Neighborways

A neighborway, sometimes called a bicycle boulevard, is an approach to reduce traffic, slow car speed, and improve safety for those biking, walking, and rolling on quiet residential streets. They are typically located on more narrow, slow speed streets and combined with other traffic calming infrastructure like speed tables.

Green-Colored Transition Striping

Intersection or mid-block crossing markings indicate the intended path of bicyclists. Colored striping can be used to highlight conflict areas between bicyclists and vehicles, such as where bicycle lanes merge across motor vehicle turn lanes.

Edge Lane Road

An edge lane road is a preferred space for bicyclists and motorists to operate on narrow streets that would otherwise be a shared roadway. Roads with



Sharrow



Edge Lane Road



Bike Box



Signage and Wayfinding

advisory bike lanes accommodate low to moderate volumes of two-way motor vehicle traffic and provide a safer space for bicyclists with little or no widening of the paved roadway surface. Due to their reduced cross section requirements, advisory bike lanes have the potential to open up more roadways to accommodate comfortable bicycle travel.

Bike Boxes

A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists a safe and visible way to wait ahead of queuing traffic during the red signal phase. This positioning helps encourage bicyclists traveling straight through not to wait against the curb for the signal change.

Signage and Wayfinding

Signage and wayfinding on all streets and bicycle routes are intended to identify routes to both bicyclists and drivers, provide destination information and branding, and to inform all users of changes in roadway conditions.

6.2.2 TRAFFIC CALMING

Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through motor vehicle traffic volumes. The intent of traffic calming is to alter driver behavior and to improve street safety, livability, and other public purposes. Other techniques consist of operational measures such as police enforcement and speed displays. More information from the Montebello Fire Department on their priority corridors where vertical traffic calming should be avoided can be found in Appendix H.

Roundabouts/Traffic Circles

A roundabout is a circular intersection with yield control at its entry that allows a driver to proceed at controlled speeds in a counter-clockwise direction around a central island. Roundabouts are designed to maximize motorized and non-motorized traffic through their innovative design that includes reconfigured sidewalks, bikeway bypasses, high-visibility crosswalks, pedestrian flashing beacons, and other traffic measures. Roundabouts can be implemented on most streets but may require additional right-of-way.

A traffic circle is a small-scale traffic calming measure commonly applied at uncontrolled intersections on low volume, local residential streets. They lower traffic speeds on each approach and typically avoid or reduce right-



Traffic Circle



Signals and Warning Devices



Speed Display



Traffic Diverter

of-way conflicts because the overall footprint is smaller compared to roundabouts. Traffic circles may be installed using simple markings or raised islands but are best accompanied with drought-tolerant landscaping or other attractive vertical elements.

Signals and Warning Devices

Traditional pedestrian signals with countdown timers remain the gold standard for high quality pedestrian crossings, although some cases warrant new signal technologies. Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs) are special signals used to warn and control traffic at unsignalized locations to assist pedestrians in crossing a street via a marked crosswalk. PHBs include a “red phase” requiring vehicles to come to a full stop while RRFBs are yield stops. Either of these devices should be installed at locations that have pedestrian desire lines and that connect people to popular destinations such as schools, parks, and retail. Research has shown that PHBs tend to have a 90 percent motorist compliance rate versus RRFBs, which tend to have an 80 percent motorist compliance rate. Traditional pedestrian signals with countdown timers at signalized intersections tend to have a near 100 percent compliance rate. Signals and warning devices should be paired with additional pedestrian improvements where appropriate, to mitigate multiple threat crashes on multi-lane roadways.

Lead Pedestrian Intervals (LPIs)

LPIS give pedestrians about 3-7 seconds of a head start to enter the crosswalk at an intersection before vehicles get a green light.

Speed Displays

Speed displays measure the speed of approaching vehicles by radar and inform drivers of their speeds using an LED display. Speed displays contribute to increased traffic safety because they are particularly effective in getting drivers traveling ten or more miles per hour over the speed limit to reduce their speed.

Traffic Diverters

A traffic diverter is a roadway design feature placed in a roadway to prohibit vehicular traffic from entering into or exiting from the street, or both.

Chicanes

Chicanes are a series of narrowings or curb extensions that alternate from one side of the street to the



Chicanes



Speed Table



Truck Aprons



Hardened Center Lines

other forming an S-shaped path. Chicanes reduce drivers' speeds by causing them to shift their horizontal path of travel.

Speed Tables/Raised Crosswalks

Speed tables are flat-topped road humps, often constructed with textured surfacing on the flat section. Speed tables and raised crosswalks help to reduce vehicle speeds and enhance pedestrian safety.

Truck Aprons

Truck aprons allow large vehicles, such as: trucks, buses, and recreational vehicles, to turn without striking people walking, rolling, or bicycling, or fixed objects. They are located between the road surface and the sidewalk, or inner circle of a roundabout. The pavement is raised slightly to encourage light vehicles on the main road surface.

Reflective Border on Signal Heads

Reflective borders on signal heads improves visibility of signal heads with a backplate and is made even more conspicuous by framing it with a yellow retro-reflective border. These are more visible in both day-time and nighttime conditions.

Hardened Center Lines

Hardened centerlines are small rubber barriers next to crosswalks that require people driving to make slower, squarer left-hand turns. This small change has been proven to significantly slow down vehicle speeds at crosswalks and improve safety for people in the crosswalk.

Neckdowns

Neckdowns narrow a street by extending the sidewalk or widening the landscape area to give the perception that speeds should be reduced.

6.2.3 PEDESTRIAN TREATMENTS

Enhanced Crosswalk Markings

Enhanced crosswalk markings are designed to both guide pedestrians and to alert drivers of a crossing location. The bold pattern is intended to enhance visual awareness. Cities in Southern California often install "Continental" style or "Ladder" style markings due to their higher contrast on a roadway.



Neckdowns



Enhanced Crosswalk Markings



Curb Extension



Mid-Block Crossing with Refuge Island

Curb Extensions

Curb extensions extend the curb line outward into the travel way, reducing the pedestrian crossing distance. Typically occurring at intersections, they increase pedestrian visibility, reduce the distance a pedestrian must cross, and reduce vehicular delay. Curb extensions must be installed in locations where they will not interfere with bicycle lanes or separated bike-ways. If both treatments are needed, additional design features such as ramps, or half-sized curb extensions should be considered. For snow maintenance, curb extensions can be designed with tapered front ends and vertical delineators to allow snow plows to clear and move over the curbs.

Refuge Islands

Refuge islands provide pedestrians and bicyclists a relatively safe place within an intersection and mid-block crossing to pause and observe before crossing the next lane of traffic.

Mid-Block Crossings

Mid-block crossings provide convenient locations for pedestrians and bicyclists to cross thoroughfares in areas with infrequent intersection crossings or where the nearest intersection creates substantial out-of-direction travel. Mid-block crossings should be paired with additional traffic-control devices such as traditional Pedestrian Signals, PHBs, RRFBs, LED enhanced flashing signs, and/or refuge islands.

Senior Zones

Designated senior zones can be enhanced with street signage, increased crossing times at traffic signals, benches, bus stops with shelters, and pedestrian lighting.

Transit Stop Amenities

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to use public transit.

Special Intersection Paving and Crosswalk Art

Special intersection paving and crosswalk art provide unique opportunities at intersections to highlight crossings or key civic or commercial locations, while breaking the visual monotony of asphalt. Intersection paving treatments and crosswalk art can integrate context-sensitive colors, textures, and scoring patterns.



Bus Shelter



Well Lit Bus Stop



Real Time Bus Information



Parklets

Paving treatments and crosswalk art do not define a crosswalk and should not be seen as a safety measure. Standard transverse or longitudinal high visibility crosswalk markings are still required.

Lighting

Pedestrian-scale lighting provides many practical and safety benefits, such as illuminating the path and making crossing walkers and bicyclists more visible to drivers. Lighting can also be designed to be fun, artistic, and interactive.

6.2.4 TRANSIT STOP AMENITIES

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to make use of public transit.

Real-Time Bus Information

Real-time bus information allows riders to predict their journey and manage their time more effectively. This increases the convenience of transit for riders by providing accurate, updated location of their bus.

6.2.5 PLACEMAKING

Parklets

Parklets are made by converting one or two parking stalls into spaces for outdoor seating, public art, or other outdoor amenities that improve the streetscape experience.

Community Art

Displaying community art is a great way to engage the Reservation. Community art projects can include wall murals, intersection murals, creative crosswalk art, sidewalk chalk art, or sculptures.

Furnishings and Public Art

Transit shelters, bicycle racks, seating, and public art provide important amenities for functionality, design, and vitality of the urban environment. They announce that the street is a safe and comfortable place to be and provide visual detail and interest.

Wayfinding Signage

Wayfinding signage is a fundamental element of a comprehensive bicycling, walking, and trail network. Effective wayfinding systems communicate designated corridors, destinations, and other points of interest



Community Art



Street Furnishings



Wayfinding



Monument Sign

throughout a community. Wayfinding signage should be designed with local design aesthetics in mind.

Monument Sign

Monument signs can serve as powerful tools that welcome people to visit, engage, and enjoy a space or area in a unique way. These signs often reflect the character or personality of the culture and are usually located near popular points of interest or at intermediary gathering spaces along a corridor.

6.2.6 ENGAGEMENT PROGRAMS

Community outreach initiatives should start by listening to residents, families, business owners, local leaders, and working with existing community organizations. These critical relationships should allow for purposeful, ongoing engagement opportunities.

Electronic Newsletter

Distribution of an online newsletter is a great way to engage the public. Distribution should be researched and considered prior to utilizing this outreach method. This form of media can be used to display project and contact information as well as ways for readers to get involved.

Hotline

A hotline is a great way for community members to call in, leave comments, or talk to someone directly about the project or program. A hotline should be considered as a support tool of an overall community engagement strategy. In order to guarantee a hotline's success, it should be staffed and have the right person at the receiving end. Depending on the target audience, it may be necessary to have a multi-lingual person staffing the hotline. A hotline number is relatively low cost and requires little effort to maintain.

Surveys and Questionnaires

Surveys and questionnaires can also be created to identify the needs and views of a large number of people. Surveys are effective when a limited number of short and concise questions are used to gather information and feedback.

6.2.7 EQUITY PROGRAMS

Encourage Public Involvement

Collaboration with the community is an integral part of the planning process. Individuals, especially those belonging to traditionally underserved communities,

need to be empowered to participate in the transportation planning processes and have their needs heard.

Prioritize Projects in Light of Equity Considerations

Agencies can aim to implement improvements in areas that are disproportionately affected by health and safety burdens, acknowledging that policies and designs that improve conditions for vulnerable groups can benefit everyone in the community.

Consider the Transportation Needs of Traditionally Underserved Populations

Recognize the importance of addressing the barriers that prevent trips from being safe, especially for the younger and underserved populations who cannot afford, operate, or choose not to drive vehicles.

Examine Organizational Practices and Policies

Existing practices and policies may have unintended consequences when it comes to transportation equity. A systematic review of its practices should be performed to identify potential equity issues and opportunities.

6.2.8 ENGINEERING PROGRAMS

A variety of engineering tools can be used to make sure that the roadways are safe for people walking, bicycling, and accessing transit. These tools include street design techniques that are intended to decrease vehicular speeds and others to enhance pedestrian and bicycle safety and comfort. Some examples are traffic control signs, parking controls, and traffic safety monitoring.

6.2.9 ENCOURAGEMENT PROGRAMS

Vehicle usage can be decreased in part by actively encouraging residents and visitors to bike, walk, and ride transit for a variety of trips and purposes. Encouragement is all about making bicycling, walking, and transit more fun, healthy, and easy to do. To achieve this, the City, along with Montebello Bus Lines and other local organizations, can organize a series of activities and events that promote alternate modes of transportation and healthier lifestyles.

Pilot Commuter Program

Provide employees with a temporary transit pass, for at least one-month, to test out transit in a trial period

to get familiar with their route and encourage commitment to using transit.

Free Ride Day

Encourage residents to take transit by offering an annual Free Ride Day. This can be held in conjunction with California’s Clean Air Day, to emphasize the benefit of replacing car trips and improving air quality. The City, along with Montebello Bus Lines and other local organizations, can organize pop-up events to provide transit information and encourage riders.

Open Streets Events

Open streets events are a citywide event that closes a street completely to cars. They provide residents an opportunity to walk, bike, skateboard, or roller skate own streets in their city free of cars.

National Bike Month in May

During the month of May, cities across the country organize events and campaigns to educate people about biking and to encourage them to bike more to their destinations. Activities such as Bike Week, Bike to Work, and Bike Fridays can be organized and promoted to encourage first last mile transportation options.

Demonstration Project

Over the past decade Tactical Urbanism or “Demonstration Projects” has become an international movement, bringing about a shift in how communities think about project development and delivery. These demonstration projects include low-cost, temporary changes to the built environment intended to improve local neighborhoods and gathering places. In Southern California, these projects have loosely emulated a planned and designed project to allow residents to experience what the project may look like and how it affects traffic, active transportation modes and transit. These events are aimed to educate and gain support from the community to move towards implementation. The City of Montebello can utilize SCAG’s GoHuman campaign to facilitate these demonstration projects as needed. Items such as the protected bike lane or curb extensions promote a more comfortable and safe experience for non-motorists.

6.2.10 EDUCATION PROGRAMS

Student Safety Assemblies

Safety assemblies can be organized as interactive

gatherings or festivals that consist of various stations throughout a school gymnasium or park. Each station can have a bicycle, pedestrian, and teen driver safety component that allows students to participate in various activities while learning the basics of “on the road” safety.

Bike Commuting Workshops

A class intended to build habits and cover essential skill for bike commuters. This class will cover what to wear, how to pack, and how to use transit with a bike.

6.2.11 EVALUATION PROGRAMS

Create City Staff Active Transportation Evaluator Position

An active transportation evaluator position would assist the City’s current active transportation coordinator in reviewing project plans and built projects as well as ensuring consistency and cooperation between city departments. The evaluator would also assist with completing grant applications, maintaining a prioritized list of improvements, researching appropriate funding sources, and updating cost estimates. This investment in staff is often returned since this position is usually responsible for securing State and federal funding.

First Mile Last Mile Advisory Committee

The City can explore creating an First Mile Last Mile Advisory Committee that can provide oversight. Many municipalities have developed bicycle and pedestrian, or active transportation advisory committees to address issues and opportunities related to walking, bicycling, and transit. This group can act as a community liaison and support City staff, volunteers, and advocate efforts to address issues and help evaluate the progress of improvements in this Plan.

Conduct Bicycle and Pedestrian Counts and Review Collision Data

Conduct regular bicyclist and pedestrian counts throughout the City to determine baseline mode share and subsequent changes. Conducting counts would allow the City to collect information on where the most bicycling and walking occur. This assists in prioritizing and justifying projects when funding is solicited and received. Counts can also be used to study bicycling and walking trends throughout the City and overlaid with boarding and alighting data.

6.3 PRIORITIZED PROJECT LIST

Five projects have been recommended for first last mile funding. To determine the top 5 projects, the team considered boardings and alightings, equitable access and connections to key destinations, feedback from the Technical Advisory Committee (TAC), community input, bicycle and pedestrian Level of Stress (LOS), crash history, and professional judgment. Section 6.4 details why each location was selected.



6.4 RECOMMENDED PROJECTS

Through the community engagement process, stakeholder input, and data analysis, five priority projects have been identified with recommendations for bicycle, pedestrian and traffic calming treatments to improve transit access to and from the selected bus stops. These five projects are focused at high-volume and high-need transit stops which can be replicated at other locations.

The following pages show the five priority projects for Montebello First Mile Last Mile projects, their recommendations, and expected cost. A breakdown of the costs can be found in Appendix F.

Priority Project 1. Beverly Boulevard and Maple Avenue

 COST ESTIMATE: \$149,700

There is currently one bus stop at the northeast corner at the intersection of Beverly Boulevard and Maple Avenue. The 40 bus travels southeast-northwest along the Beverly Boulevard corridor connecting residents of Montebello and Whittier to Downtown Los Angeles. There are several key destinations within a short walk of this bus stop, such as Maple Avenue School, Washington Elementary School, Montebello Library, City Hall, Acuna Park, and businesses.

Transit Ridership

The boarding and alighting total for each stop at this intersection makes up 0.3% of all Montebello transit ridership. While only less than 1% of City ridership, this bus stop was selected as a priority project because of a pedestrian fatality and its proximity to schools and key destinations. With first last mile improvements, this location may experience an increase in ridership.

Collision Typologies

Figure 6-1 depicts the types of crashes that occur at this intersection between the years 2011-2021.



There has been one pedestrian fatality just west of the intersection from a vehicle traveling straight down Beverly. Additional pedestrian injury crashes include two from right turning vehicles, one from a left turning vehicle and one from a vehicle traveling straight. Bicycle injury crashes include two from left turning vehicles and two from vehicles traveling straight.

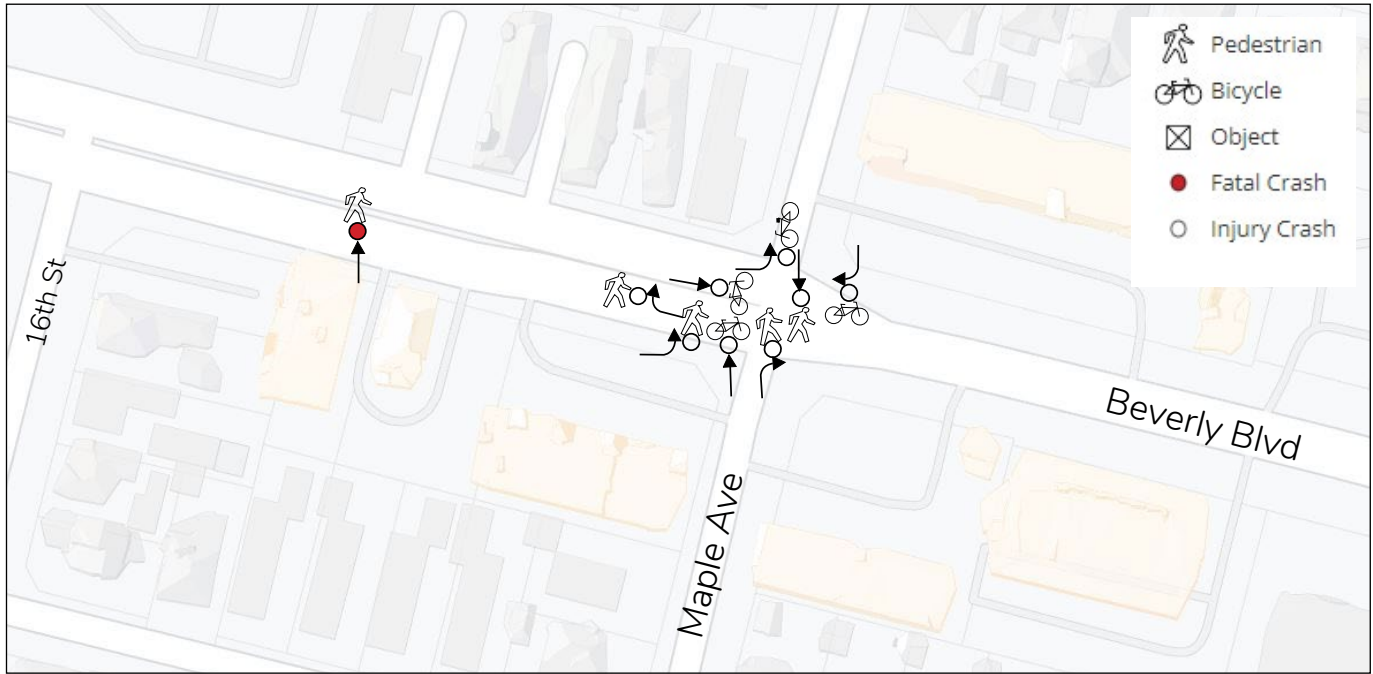


FIGURE 6-1: Beverly Boulevard and Maple Avenue Crash Diagram



FIGURE 6-2: Beverly Boulevard and Maple Avenue Recommendations

Recommendations

To increase connections to the bus stop at Beverly Boulevard & Maple Avenue, the following recommendations are proposed.

- High-visibility crosswalks
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.

Figure 6-2 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.



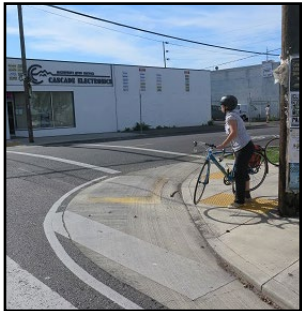
Lead Pedestrian Interval



High-visibility crossing



Pedestrian nose



Truck apron

Priority Project 2. Whittier Boulevard and Garfield Avenue

 COST ESTIMATE: \$157,700

There are four bus stops at the intersection of Whittier Boulevard and Garfield Avenue. The 10, 18, 30, and 70 routes connect users north to Alhambra and San Gabriel, south to South Gate and southern portion of Montebello, east to Whittier, and west to Downtown Los Angeles and Koreatown. Within a short walk of this intersection are key destinations such as Cantwell-Sacred Heart of Mary High School, Montebello High School, Saybrook Park, and shops.

Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 7.4% of all transit ridership in Montebello. This bus stop was selected as a priority project because of its high number of collisions, ridership volumes, and proximity to key destinations.

Collision Typologies

Figure 6-3 depicts the types of crashes that occur at this intersection between the years 2011-2021. It has two fatal pedestrian crashes from vehicles traveling straight down Whittier Blvd, one at the intersection,



and the other farther east where the raised median is missing. Additional pedestrian injury crashes include two from right turning vehicles, two from left turning vehicles and five from vehicles traveling straight. Bicycle injury crashes include two from left turning vehicles and two from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

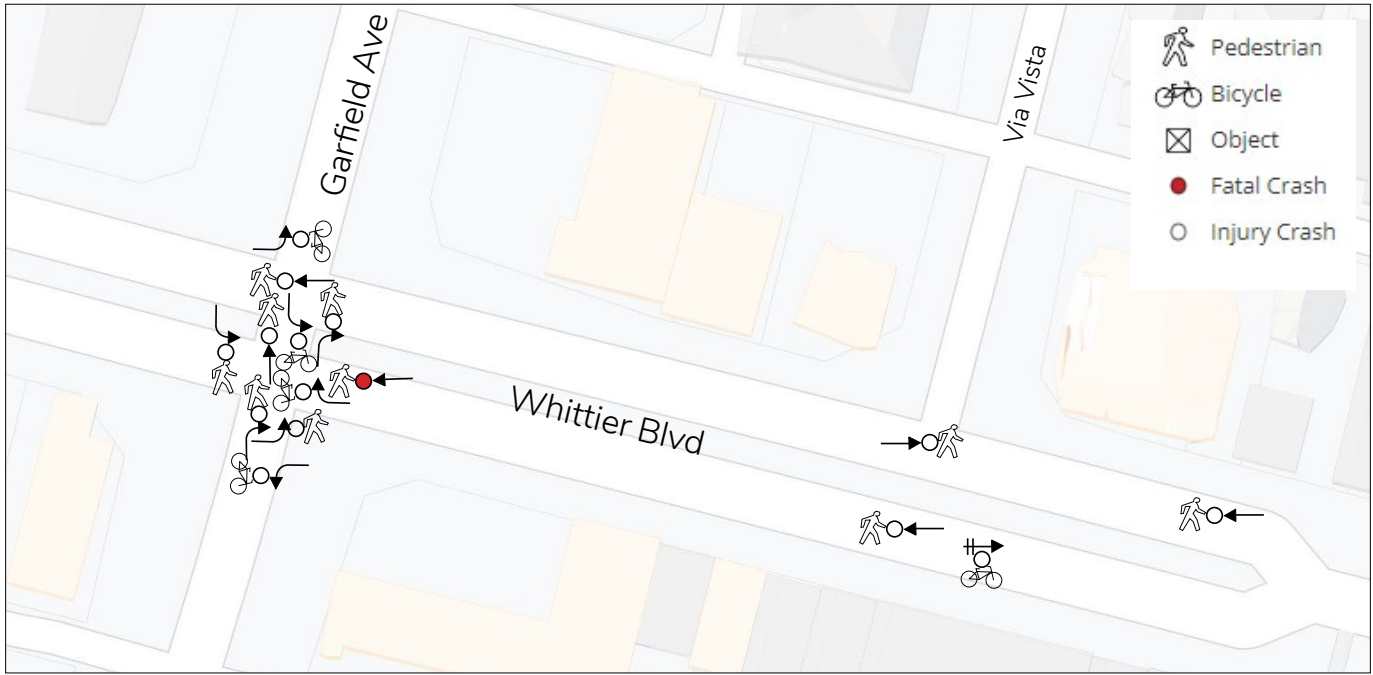


FIGURE 6-3: Whittier Boulevard and Garfield Avenue Crash Diagram

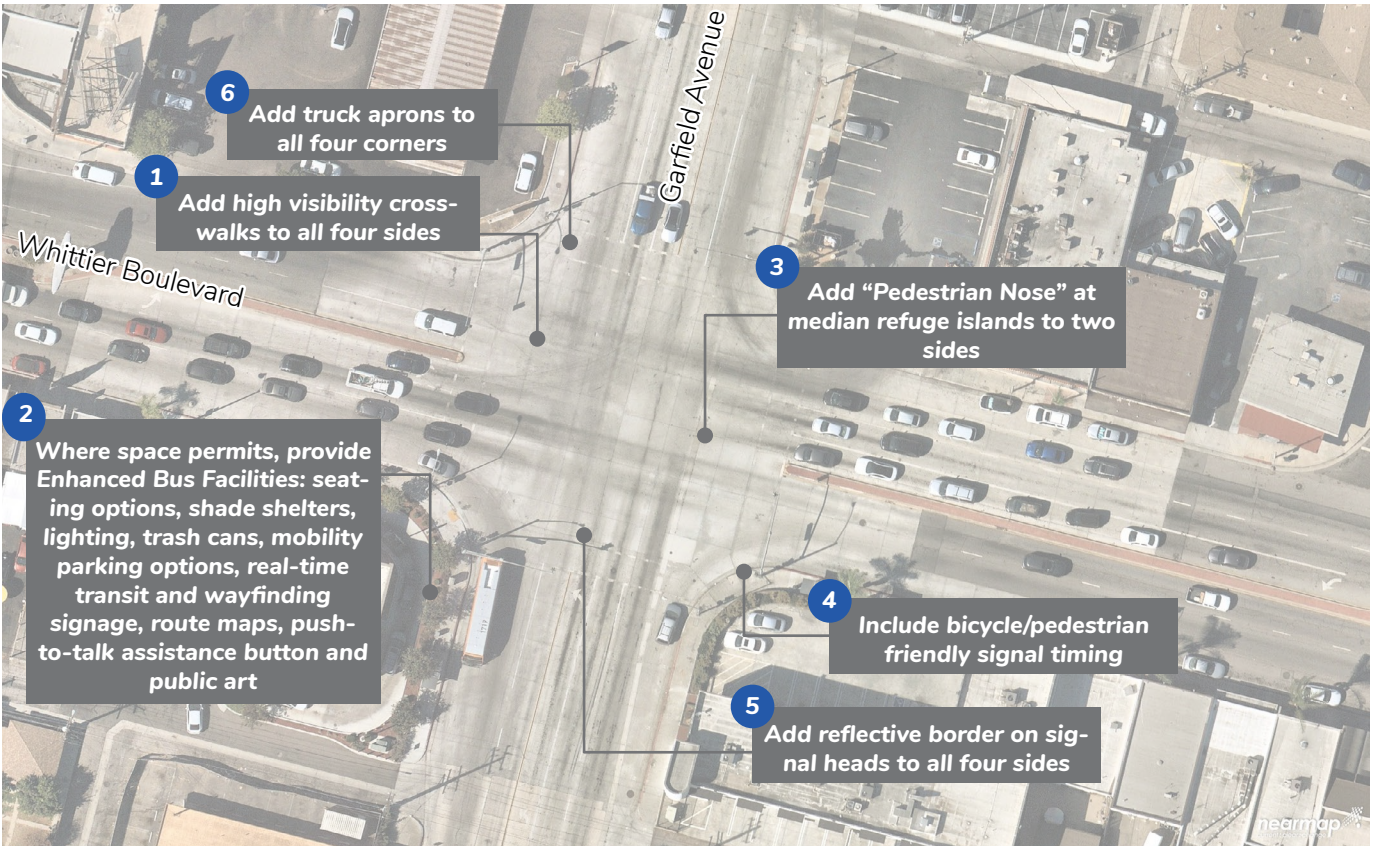


FIGURE 6-4: Whittier Boulevard and Garfield Avenue Recommendations

Recommendations

To increase connections to the bus stop at Whittier Boulevard and Garfield Avenue, the following recommendations are proposed.

- High-visibility crosswalks
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.



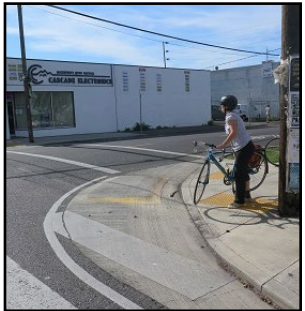
Lead Pedestrian Interval



High-visibility crossing



Pedestrian nose



Truck apron

Figure 6-4 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Priority Project 3. Whittier and Montebello Boulevards

 COST ESTIMATE: \$139,700

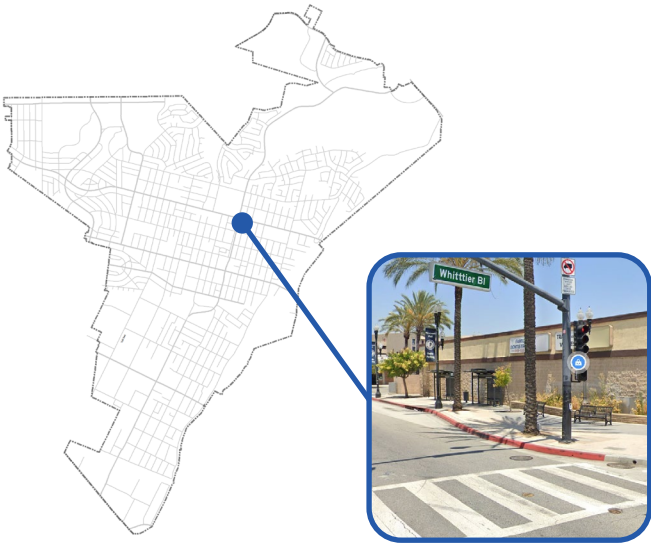
There are four bus stops at the intersection of Whittier Boulevard and Montebello Boulevard. The 10 route runs east-west along Whittier Boulevard, connecting Whittier to Monterey Park. The 20 route runs north-south along Montebello Boulevard, connecting San Gabriel and Rosemead to the southern edge of Montebello. This central intersection is located next to major shopping centers with CVS, medical centers, and the west end of Downtown.

Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 7.5% of all Montebello transit ridership. This bus stop was selected as a priority project because it is the highest-volume intersection for transit use, its location at the edge of the Downtown Montebello corridor, and high number of bicycle and pedestrian collisions.

Collision Typologies

Collision injuries near the intersection of Whittier Blvd and Montebello Blvd include one fatal pedestrian crash from a vehicle traveling straight down Whittier



Blvd near the Spruce St intersection. Additional pedestrian injury crashes include one from right turning vehicles and four from vehicles traveling straight. Bicycle injury crashes include three from right turning vehicles and three from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

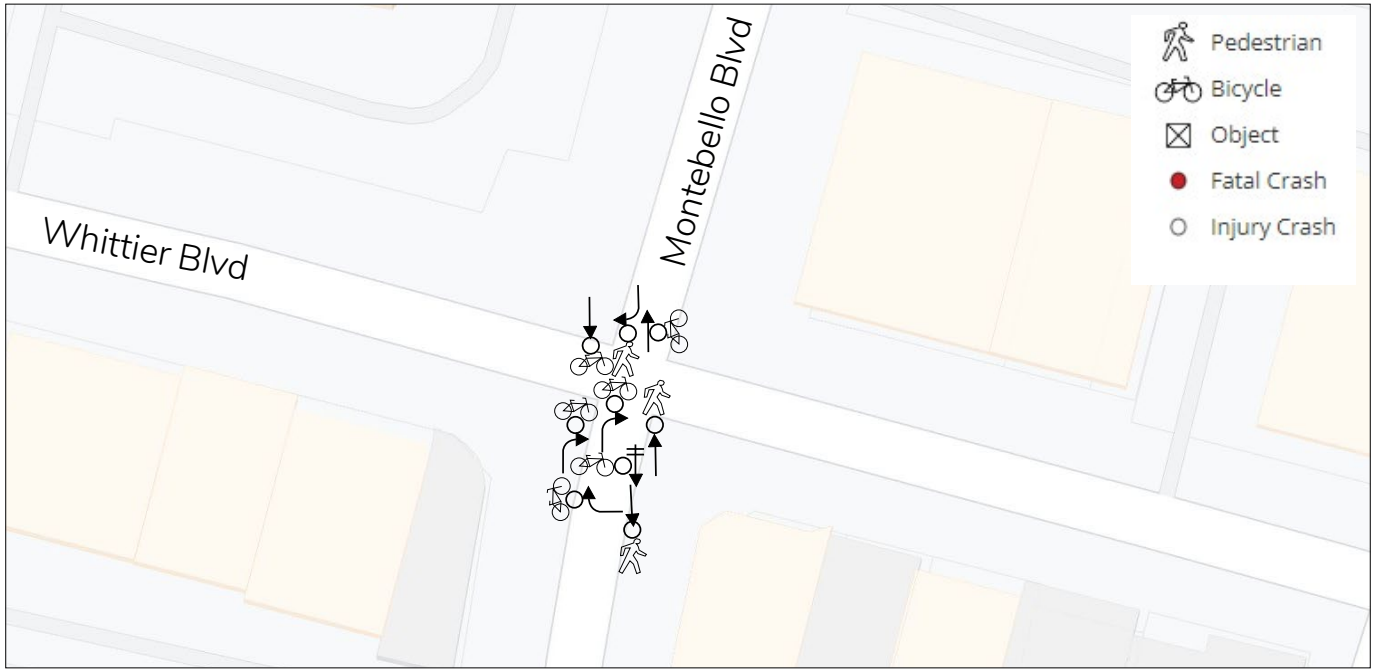


FIGURE 6-5: Whittier Boulevard and Montebello Boulevard Crash Diagram

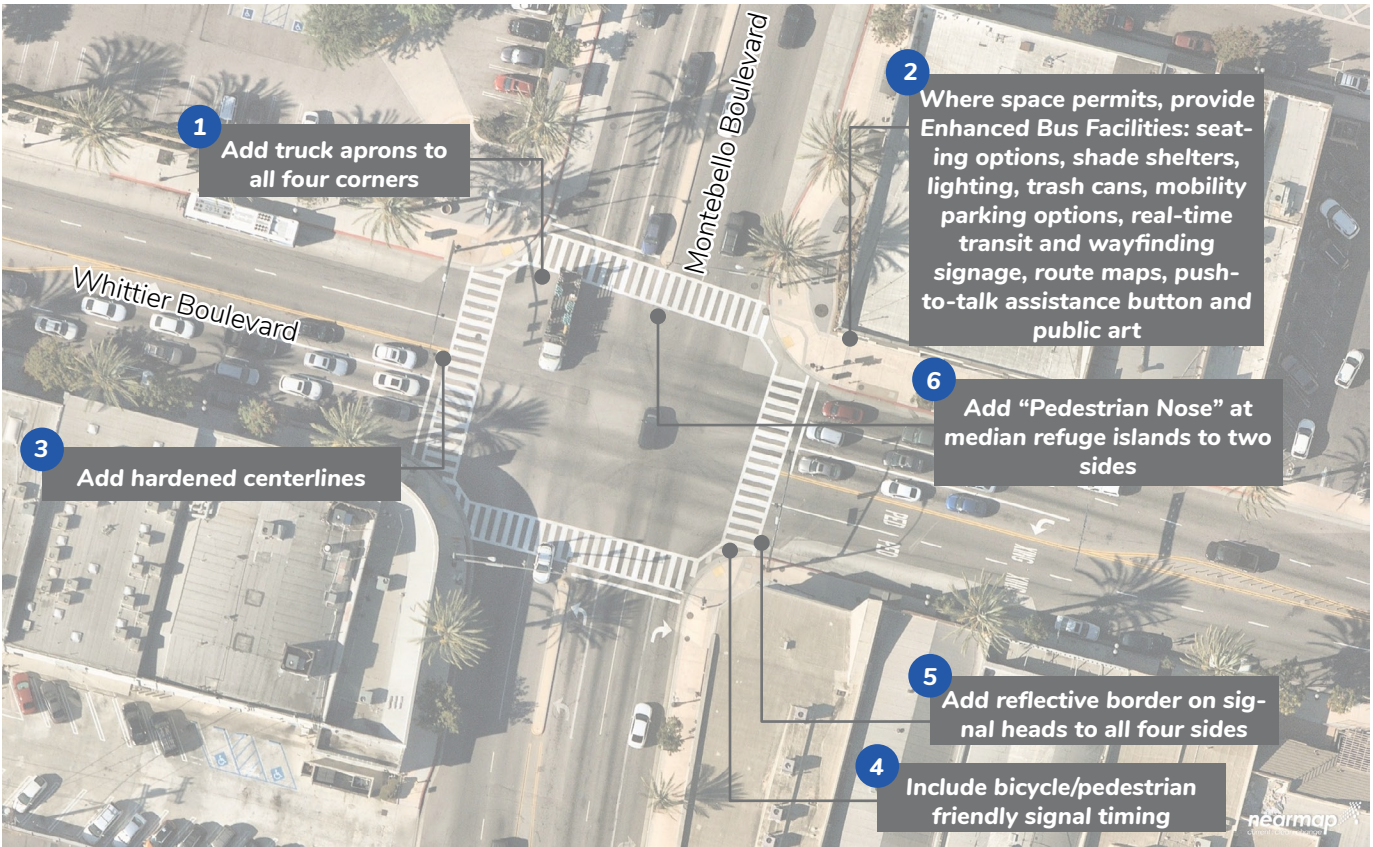


FIGURE 6-6: Whittier Boulevard and Montebello Boulevard Recommendations

Recommendations

To increase connections to the bus stop at Whittier Boulevard and Montebello Boulevard, the following recommendations are proposed.

- Hardened centerlines
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.



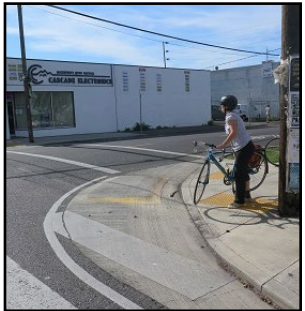
Lead Pedestrian Interval



Hardened centerlines



Pedestrian nose



Truck apron

Figure 6-6 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Priority Project 4. Washington Boulevard and Greenwood Avenue

 COST ESTIMATE: \$174,900

There are four bus stops at the intersection of Washington Boulevard and Greenwood Avenue. The 50 route stretching far west to Downtown Los Angeles and far east to La Mirada provides an east-west route through southern Montebello. The 20 route stretches north to San Gabriel and south to the southern edge of Montebello. The 70 route zigzags north-south along the eastern edges of Montebello. From this intersection, Greenwood Elementary School is a short walk, numerous small businesses, and the Chet Holifield Library and Park.



Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 3.6% of all Montebello transit ridership. This bus stop was selected as a priority project because it is adjacent to the proposed Metro E Line station on the southwest corner. Upon implementation of the Metro Rail extension, this intersection will become a hub for transit transfers and first last mile connections.

Collision Typologies

This location has seen two fatal pedestrian crashes: one from a vehicle turning right at the intersection and another vehicle traveling straight down Washington where the raised median is missing. Bicycle injury crashes include three from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

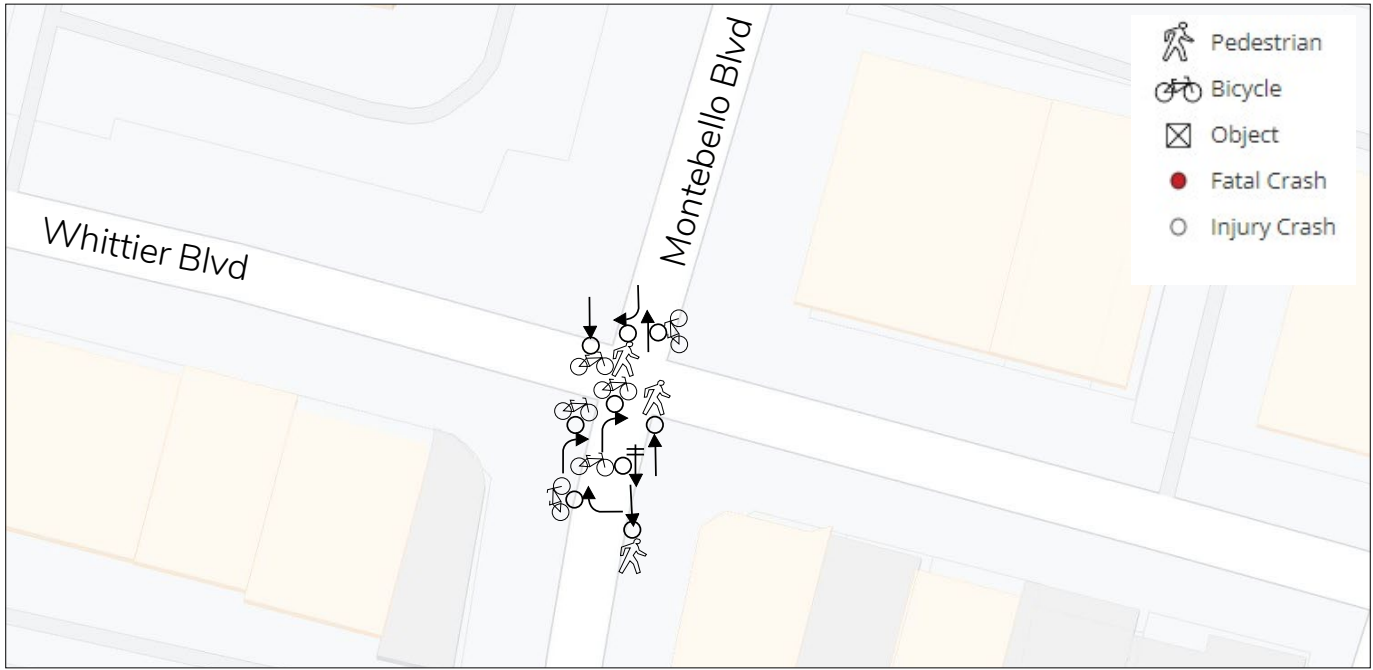


FIGURE 6-7: Washington Boulevard and Greenwood Avenue Crash Diagram

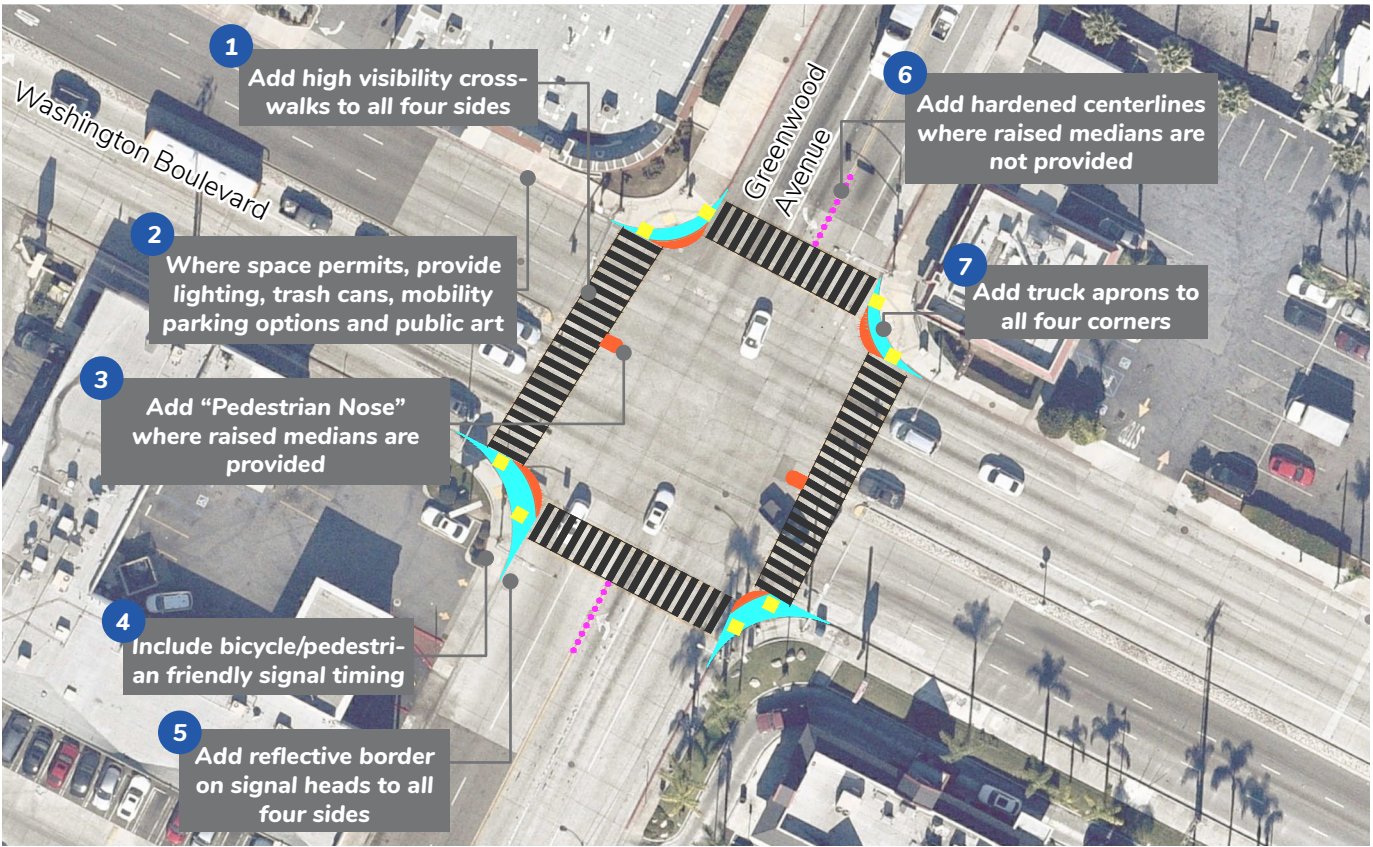


FIGURE 6-8: Washington Boulevard and Greenwood Avenue Recommendations

Recommendations

To increase connections to the bus stop at Washington Boulevard and Greenwood Avenue, the following recommendations are proposed.

- Hardened centerlines
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.



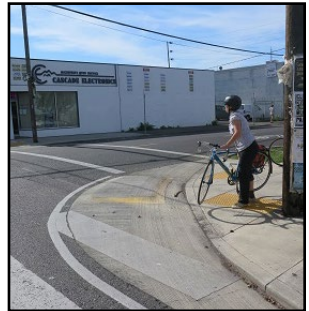
Lead Pedestrian Interval



High-visibility crossing



Pedestrian nose



Truck apron

Figure 6-8. illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Priority Project 5. Madison Avenue Neighborway

 COST ESTIMATE: \$332,000

A neighborway is an approach to reduce traffic, slow car speed, and improve safety for those biking, walking, and rolling on quiet residential streets.

This priority project prioritizes bicycle connections between the Rio Hondo Bike Path to across north Montebello and passes schools, shopping centers, and is nearby Montebello City Park and Beverly Hospital.

Transit Ridership

The neighborway runs on parallel streets to the 10, 20, 40, 70, and 90 bus lines to provide a lower stress route while maintaining transit access by bike.

Recommendations

The proposed recommendations along this neighborway include speed cushions to slow down automobile traffic, edge lane roads that prioritize bicyclists over cars, and wayfinding signage to keep cyclists on the pathway and point out key destinations.

Figure 6-9 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.



Speed Cushions



Edge Lane Road



Midblock Neckdown



Wayfinding Signage



FIGURE 6-9: Neighborway with Edge Lane Road Markings and Speed Cushions

6.5 EXPECTED BENEFITS OF PROPOSED PROJECTS

The five priority projects are geographically dispersed across Montebello. These recommendations can be replicated at additional transit stops for a systemic impact.

Benefits as a result of this plan may include:

- » Increased perception of comfort and safety amongst transit riders
- » Level of equitable first mile/last mile access to bus stops and nearby destinations
- » Expected reduction in pedestrian and bicycle fatalities and serious injuries within 1/4 mile of enhanced intersections.
- » Expected health benefits from increased activity levels and reduction in greenhouse gasses as a result of vehicle miles replaced.
- » Expected economic development benefits from increased foot traffic near transit stops
- » Increased transit ridership

6.6 MAKING AND MEASURING IMPLEMENTATION PROGRESS

The following are best practice performance measures, each of which are meant to quantify the impact and effectiveness of First Last Mile projects and programs with a Vision Zero lens. Identifying and employing several strategies will help the City update the public on progress and advance efforts for the upcoming year. The City must decide on the metrics that it deems the most important to allocate limited resources towards to improve first last mile connections to bus stops as well as reduce fatalities and serious injuries amongst bicyclists and pedestrians.

The principles articulated through the “Six Es”, developed by the Safe Routes Partnership (Engagement, Equity, Engineering, Encouragement, Education, and Evaluation), can help create and sustain successful programs throughout Montebello.

It is recommended that the City tracks the following data points annually. Below are examples the City can use to assist with developing performance measures, organized by the Six Es.

Education

- » Number of students taught about bus safety
- » Number of people reached from an educational campaign on how to ride the bus, take a bicycle on a bus, and the significance of replacing car trips

Encouragement

- » Percentage of mode split for transit
- » Number of events to promote quick-build installations at or near transit stops
- » Number of people reached in a marketing campaign
- » Percentage of students or school staff who take transit to and from school

Equity

- » Percentage of transit stops that meet ADA compliance
- » Number of grants funded per year that address equity-related access issues
- » Percentage of schools, parks, and medical buildings that are within 1/2 mile of a transit stop
- » Number of improved pedestrian infrastructure projects installed within 1/2 mile of a transit stop
- » Number of intersections where signals have been optimized for people with disabilities and active transportation within 1/2 mile of a transit stop

Evaluation

- » Total number of pedestrian collisions, fatalities, and serious injuries within 1/2 mile of a transit stop
- » Total number of bicycle collisions, fatalities, and serious injuries within 1/2 mile of a transit stop
- » Reduction of fatalities or serious injuries caused by collisions involving people walking and bicycling within 1/2 mile of a transit stop
- » Percentage of new street projects that are multi-modal within 1/2 mile of a transit stop
- » Number of Boardings and Alightings with City limits

Enforcement

- » Number of vehicles ticketed for parking in a bus loading zone
- » Number of vehicles ticketing for parking in bicycle lanes within 1/2 mile of a transit stop
- » Percentage of streets where speed surveys have been conducted within 1/2 mile of a transit stop
- » Number of sting operations conducted to enforce yielding to pedestrians in crosswalks within 1/2 mile of a transit stop
- » Number of sting operations conducted to enforce motorists complying with No Right Turn On Red within 1/2 mile of a transit stop

Engineering

- » Number of quick-build installations at or near bus stops
- » Percent of total citywide street mileage dedicated to active transportation facilities (such as bicycle parking, street closures, Class I, II, & IV bicycle facilities, and complete sidewalk networks)
- » Percent of sidewalk and bicycle network gaps closed
- » Number of CIP projects funded per year that address bicycle and pedestrian access to bus stops or ADA compliance
- » Percent of bicycle and sidewalk repairs completed, focusing on areas within 1/2 mile of a transit stop
- » Percent of streets and intersections with traffic calming measures installed within 1/2 mile of a transit stop
- » Percent of streets where posted speed limits have been reduced, focusing around transit stops, schools, and parks
- » Total miles of on-street bicycle facilities defined by streets with clearly marked or signed bicycle accommodations
- » Total miles of streets with pedestrian accommodations
- » Number of missing or non-compliant curb ramps along City Streets



7 | Financial Strategy

7.1 FUNDING SOURCES

Federal, state and local government agencies invest billions of dollars every year in the nation’s transportation system. Only a fraction of that funding is used to develop policies, plans and projects to improve conditions for bicyclists and pedestrians. Even though appropriate funds are available, they are limited and often hard to find. Desirable projects sometimes go unfunded because communities may be unaware of a fund’s existence or may apply for the wrong type of grant. In addition, there is competition between municipalities for the limited available funds.

Whenever federal funds are used for bicycle and pedestrian projects, a certain level of state and/or local matching funding is generally required. State funds are often available to local governments on similar terms. Almost every implemented active transportation or complete street program and facility in the United States has had more than one funding source and it often takes a good deal of coordination to pull the various sources together.

According to the publication by the Federal Highway Administration (FHWA), *An Analysis of Current Funding Mechanisms for Bicycle and Pedestrian Programs at the Federal, State and Local Levels*, where successful local bicycle facility programs exist, there is usually an active transportation coordinator with extensive understanding of funding sources. Cities such as Seattle, Portland, and Tucson are prime examples. City staff are often in a position to develop a competitive project and detailed proposal that can be used to improve conditions for cyclists within their jurisdictions. Some of the following information on federal and state funding sources was derived from the previously mentioned FHWA publication.

Table 7-1 identifies potential funding opportunities that may be used from design to maintenance phases of projects. Due to trends in Low Impact Development (LID) and stormwater retention street designs, funding sources for these improvements not only increase the chances for first and last mile improvements, but can also be incorporated into streetscape and development projects. The sources are arranged by federal, state, local, and private, and the uses that the funds may address.

TABLE 7-1: Federal and State Funding Sources

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Federal Funding Sources					
Land and Water Conservation Fund (LCWF)	U.S. National Park Service/ California Dept. of Parks and Recreation		x	x	• Recreational fields and park amenities • Construction of new trails and off-street ADA compliant parking • Landscaping/ irrigation
Urban and Community Forestry Program	U.S. Forest Service	x			• Supports urban tree-planting, urban forest planning and management, and related activities, particularly in disadvantaged communities.
Transportation Alternatives (TA)	Federal Highway Administration (FHWA)	x			• Pedestrian and bicycle facilities • Construction of turnouts, overlooks, and viewing areas • Community improvements such as historic preservation and vegetation management • Environmental mitigation related to stormwater and habitat connectivity • Recreational trails • Safe routes to school projects • Vulnerable road user safety assessments
Recreational Trains Program (RTP) Non-motorized	Federal Highway Administration (FHWA)	x			• Construction of Class I trails to close gaps • New hiking trails, drainage crossings, retaining walls, fencing, and signage, landscaping
Highway Safety Improvement Program (HSIP)	Federal Highway Administration (FHWA)	x			• Safety improvements at signalized and non-signalized intersections • Pedestrian, bike, and roadway safety improvements
EPA Brownfields Program	U.S. Environmental Protection Agency		x		• Brownfield cleanup
Community Development Block Grants	U.S. Department of Housing and Urban Development (HUD)	x			• Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
Choice Neighborhoods Planning Grants	U.S. Department of Housing and Urban Development (HUD)		x		• Develop community driven plans to revitalize HUD-assisted housing, increase investment in the surrounding neighborhood, and increase opportunities for all residents
Safe Streets and Road for All	U.S. Department of Transportation	x	x		• Development of a comprehensive safety action plan (Action Plan) • Implement projects and strategies identified in Action Plan to address a roadway safety problem
Reconnecting Communities and Neighborhoods Grant Program (RCN)	U.S. Department of Transportation/ Caltrans	x			• Prioritizing disadvantaged communities • Aiming to improve access to daily needs such as jobs, education, healthcare, food, and recreation • Fostering equitable development and restoration • Reconnecting communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Urbanized Area Formial Grants	Federal Transit Administration (FTA)	x	x	x	• Eligible activities include: planning, engineering, design and evaluation of transit projects and other technical transportation-related studies • Capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities • Capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, station infrastructure, track, signals, communications, and computer hardware and software • In addition, associated transit improvements, workforce development activities, and certain expenses associated with mobility management programs are eligible under the program • All preventive maintenance and some Americans with Disabilities Act complementary paratransit service costs are considered capital costs.
Bus and Bus Facilities Formula Grants	Federal Transit Administration (FTA)	x	x		• Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. • Workforce development training
Formula Grants for Rural Areas	Federal Transit Administration (FTA)		x		• Eligible activities include planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services
TOD Planning Pilot Program	Federal Transit Administration (FTA)			x	• Planning or studies for transit-oriented development • Encourages housing and mixed-us development near existing or proposed transit
State Funding Sources					
Sustainable Communities Planning Grants	Caltrans Division of Transportation Planning			x	• Safe Routes to School Plan • Active Transportation Plan • Bike/ped Trail/Path Feasibility Study • Complete Streets Plan • Sustainable Communities Plan • Transit-Oriented Development Plan • First/Last Mile Connectivity Plan
Affordable Housing and Sustainable Communities Program (AHSC)	Strategic Growth Council and Department of Housing and Community Development	x	x		• Class I, II, III, & IV bike lanes • Active transportation projects to encourage connectivity to transit networks • Bikeways and sidewalks to affordable housing and transit center • Install dedicated bicycle facilities • Pedestrian facilities such as bulb-outs

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Urban Greening	California Natural Resources Agency	x			• Non-motorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools • Projects that expand or improve the usability of existing active transportation routes (e.g., walking or bicycle paths) or create new active transportation routes that are publicly accessible by walking • Complete Green Streets
Transformative Climate Communities (TCC)	Strategic Growth Council and Department of Conservation	x			• Bike share program • Creating and considering active transportation corridors for better non-motorized connections • Multi-use paths • Urban greening for pedestrian facilities
Office of Traffic Safety Grant Program	CA Office of Traffic Safety		x		• Safety education and encouragement • Campaigns to promote safety • SRTS safety programs
Clean Mobility Options	Air Resources Board	x			• Bikeshare programs • “Quick build” right-of-way safety improvements for bicycles and scooters
Sustainable Transportation Equity Project (STEP)	Air Resources Board	x	x	x	• New bike routes (Class I, Class II, or Class IV) and supporting infrastructure • Publicly-accessible bike parking, storage, and repair infrastructure (e.g., bike racks, bike lockers, bike repair kiosks) • New walkways that improve mobility/access/safety of pedestrians (non-motorized users) • Street crossing enhancements, including accessible pedestrian signals • Plans
Transit and Intercity Rail Capital Program (TIRCP)	CalSTA and Caltrans Division of Rail and Mass Transportation	x	x	x	• Pedestrian and bike trail • First/last mile connections via bike lanes and separated paths • Bike share programs • Bike parking facilities • Plans
Local Partnership Program (LPP)	California Transportation Commission	x			• Close sidewalk gap, install class II bike lanes and cycle track, curb extensions, pedestrian enhancements, improvements to lighting and signage • Construct 4 single-lane and 1 multi-lane roundabouts, and improvements to street, pedestrian and bicycle facilities • Expressway pedestrian overcrossing
Local Streets and Roads Program (LSRP)	California Transportation Commission	x			• Implement enhanced crosswalk signing and striping • Create safety separation between motorists, bicyclists and pedestrians • Design and construction of school access and safety improvements to six schools (SRTS)
Solutions for Congested Corridors (SCCP)	California Transportation Commission	x			• Construct Class I and Class II bikeways • Pedestrian improvements and plaza at a transit station • Intersection improvements

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Highway Safety Improvement Program (HSIP)	Caltrans Local Assistance/ FHWA	x		x	• Install hybrid pedestrian signals • Improve pedestrian and bicycle safety at locations with uncontrolled crossings • Plans
State Highway Operations and Protection Program (SHOPP)	Caltrans Office of SHOPP Management	x			• Upgrade sidewalks to ADA compliance • Reconstruct damaged pavement • Add bike lanes to updated corridors • Upgrade pedestrian push buttons, refresh striping, and improve pedestrian and bicycle access
State Transportation Improvement Program (STIP)	California Transportation Commission	x			• Bike/ped Overcrossing and Access Improvements and bicycle and pedestrian bridge • Class I, II, III, & IV bike lanes • Multi-Use paths • Complete Streets improvements
Congestion Mitigation and Air Quality Improvement (CMAQ) Program	FWHA	x			• Travel Demand Management to promote clean commutes • Public Education and Outreach • Bicycle amenities; Class I, II, III, & IV bike lanes
Active Transportation Program (ATP)	Caltrans	x	x	x	• Safe Routes to School Plan • Transportation Alternatives Program • Bicycle Transportation Account
Affordable Housing and Sustainable Communities (AHSC)	California Cap-and-Trade Emissions Reduction Program / Department of Housing and Community Development	x			• Affordable housing developments (new construction or renovation) and transportation infrastructure. This may include • Sustainable transportation infrastructure, such as new transit vehicles, sidewalks, and bikeways • Transportation-related amenities, such as bus shelters, benches, or shade trees • Programs that encourage residents to walk, bike, and use public transit.

Inf - Infrastructure | NI - Non Infrastructure | Plan - Planning & Design

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Appendices

Appendix A. Policies, Practices, and Programs from Existing Documents

LOCAL PLANS

City of Montebello, Circulation Element, 1973

The Circulation element designates the location and extent of existing and proposed major thoroughfares and transportation routes by classifying street typologies and mapping their extents. The policies, practices, and programs related to first last mile include:

- » The City should upgrade and improve Greenwood Avenue and Montebello Boulevard as the community’s major north-south connector.
- » Improvement of Greenwood Avenue and Montebello Boulevard should include widening, grade separation structures and signalization.
- » The City should seek to provide an adequate circulation system in the hills which services major regional traffic generators, yet preserves areas which are attractive for residential, open space or recreational development.
- » Through-traffic in residential areas should be discouraged.
- » The City of Montebello should not be bisected by a new freeway route.
- » The City’s existing municipal bus lines should be improved to accommodate and service new development, as proposed in the land use element.
- » Improvement in the bus system should include the development of two new terminals along Montebello Boulevard, one northeast of the intersection with Victoria Avenue, the other either within or adjacent to the regional town center.
- » With the development of the regional town center, an extension of the Montebello/Northridge route through Monterey Park and a new route from the town center along Paramount Boulevard to Pico Rivera should also be considered.

City of Montebello Housing Element, 2022

Policy 1. Through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas.

Policy 2. Through General Plan update, development of Downtown Montebello Specific Plan, and Parks Master Plan, the City will expand transit, parks and open spaces, public facilities, and jobs to underserved areas of the City so existing and new housing units in these areas will also have access to higher degree of resources.

Policy 3. The City will avoid displacement of low-income households and where necessary, ensure that it is carried out in an equitable manner.

Montebello Bus Lines Short Range Transportation Plan, FY2019-2021

- » U-Pass Program - MBL has been partnered with Rio Hondo Community College since 2007. Since then the City of Montebello and other participating transit agencies joined the U-Pass program. This fare subsidy program allows full-time Rio Hondo students unlimited rides on LACMTA, the Whittier Sunshine Shuttle, Norwalk Transit, Foothill Transit, and MBL throughout the entire semester. MBL is reimbursed \$0.75 per rider from TAP for each boarding throughout the semester.
- » MBL Bus Tokens - In April 2010, MBL reintroduced bus tokens as an alternative to paying cash. Tokens are sold for \$1.00 each, offering a \$0.10 discount to MBL patrons. One token is worth a one-way fare (\$1.10) and is only accepted on MBL. The agency continues to partner with third-party vendors to promote the MBL tokens.
- » Transit Access Pass (TAP) Program - In August of 2008, MBL joined the Los Angeles County Municipal Operator’s TAP program and replaced the fare boxes onboard the MBL fleet with fare media designed with the TAP technology. In 2020 MBL

is upgrading its farebox technology with Cubic Systems to promote a new fare methodology that is more convenient to MBL patrons. TAP allows patrons to load cash value or a fare product on a chip enabled smart card. Each time patrons board and tap their card on the farebox; the correct fare is deducted or recorded as payment.

- » Other Media - MBL also sells and accepts the EZ transit pass, a regional pass that allows patrons unlimited travel on participating agencies (16 regional municipal bus operators in Los Angeles County). MBL is reimbursed an average cash fare of \$0.81 for each passenger that uses their EZ transit pass to board its buses. In addition, MBL also accepts Access Services cards as fare media and receives reimbursement of \$0.50 per ride.
- » Proposition C 40% Discretionary – Forty percent of the Proposition C Revenue is used to improve and expand rail and bus transit services in Los Angeles County. These monies are distributed by LACMTA and are composed of Foothill Transit Mitigation, Transit Service Expansion, Bus Service Improvement Program for overcrowding, and the Municipal Operator Service Improvement Program (MOSIP). Funds are allocated by formula for each respective program.
- » Low Carbon Transit Operations Program (LCTOP) – LCTOP is funded by the State of California with the goal of reducing greenhouse gas emissions and achievement of other benefits. The program is funded by auction proceeds from the California Air Resource Board’s Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund.
- » Maintain zero tolerance graffiti abatement program on fleet and upgrade bus stops within the City of Montebello.
- » Public Outreach Programs – MBL has continued to advocate public transportation and enhance the image of MBL through the following:
 - Ongoing campaign to promote the sale of TAP and MBL tokens.
 - Partnership with local business through a MBL Day Pass Program to jointly promote transit and local businesses.
 - Coordination with multiple school districts to promote transit services and the benefits of student monthly passes; as well as a partner-

ship with the Montebello Unified School District Parent Teacher Association to promote the Student Monthly Pass.

- Continued partnership with The Shops at Montebello.
- Participation in the (LIFE) Low-income Fare is Easy Program led by Metro. This program provides fare subsidies that allow low-income patrons to redeem toward transit passes for eligible riders including adult regular fare, Senior/Disabled/Medicare, K-12, and college/vocational students who meet the criteria.
- Ongoing meetings with the Transportation Citizen Advisory Committee to receive input from patrons of Montebello Bus Lines and the Dial-A-Taxi services.
- Council Ad Hoc Committee
- Social media outreach program (Facebook & Instagram)
- In Bus marketing to promote ridership
- » Capital Improvements Program that includes numerous other programs and projects like the Associated Capital Maintenance Program, Bus Stop Improvement Project, CAD/AVL Passenger Information System Project (PISP), Enterprise Asset Management System, Facility Improvements, Hybrid Bus Repower, Pico Rivera Transit Center, Support Vehicles, Technology and Equipment Support, Transit Coach Tires, Universal Fare System, Vehicle Replacement Project.

Title VI Program Montebello Bus Lines, November 2022

Title VI regulations assure equal access to transit services regardless of race, ethnicity, gender, or income. Montebello Bus Lines adopted the Title VI requirements into its programs, activities, and services.

- » Transit Amenities. MBL has set a service policy to ensure equitable distribution of transit amenities across the system for all patrons.
- » Vehicle Assignment. MBL’s service policies for vehicle assignment are based on several factors, including but not limited to the age, size, and type of the vehicle. As a general service policy MBL aims to assign vehicles with more capacity to routes with higher ridership and/or during peak

periods, this includes assigning higher capacity vehicles to MBL’s Major Local Service and Express Services lines.

- » Disparate Impact Policy. The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service or fare change are borne disproportionately by minority populations. For this policy, a minority population is defined as any readily identifiable group of minority persons who live in geographical proximity, and if circumstances warrant, geographically dispersed/transient populations (such as migrant workers.
- » Disproportionate Burden Policy. This policy is to establish a threshold which identifies when adverse effects of a major service or fare change are born disproportionately by low-income populations. Low-income population is defined as any readily identifiable group or households who are at or below 150 percent of the U.S. Department of Health and Human Services Poverty Guidelines in the table below.

Montebello Bus Lines Zero Emission Bus Rollout Plan, October 2021

The goal of the Zero Emission Bus (ZEB) Plan is to transition to zero-emission technologies by 2040. MBL will begin purchasing ZEBs in the first quarter of 2023 through 2040 and will not purchase non-ZEBs after 2023. This purchasing strategy will coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy.

MBL currently receives funding for the procurement and maintenance of its fleet from the following federal grant programs: the Federal Transit Administration’s (FTA) Urbanized Area Formula, discretionary grant programs such as the Bus and Bus Facilities (B&BF) program, and Low or No Emission Vehicle Deployment Program (LoNo). To secure funds for future fleet procurement processes, MBL will seek additional funding from state resources through grant opportunities such as Senate Bill 1 – State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP).

REGIONAL

SCAG: Connect SoCal, 2020

- » SCAG’s Regional Transportation Plan, titled, Connect SoCal, has a vision to locate housing, jobs, and transit closer together; increase investment in transit and complete streets; and increase mobility options to achieve a more sustainable growth pattern. The policies, practices, and programs related to first last mile include:
- » Affordable Housing Sustainable Communities Program. This funding supports construction of affordable housing and supporting infrastructure in areas that are well served by transit and offer opportunities for neighborhood scale mobility.
- » Metro Joint Development Program. LA Metro collaborates with developers to build affordable, transit-oriented housing on Metro-owned properties.
- » SCAG Mobility Go Zone & Pricing Feasibility Study. This practice evaluates congestion pricing and the range of impacts on traffic volumes, transit ridership, air quality and availability of funds for transportation programs to reduce Vehicle Miles Traveled.
- » Regional Transit Agency Electric Buses. Purchase hydrogen and battery electric buses.
- » TAP Card Integration. Introduce one way to pay for all regional transit systems, bikeshares, and carshares.
- » Micromobility Pilot Projects. Test on-demand transit across the region.
- » Sustainable Communities Strategy. Several actionable strategies employ GHG reductions and broader goals of Connect SoCal including focusing growth near destinations and mobility options, promote diverse housing choices, leverage technology innovations, implementation of sustainability policies to name a few.
- » Livable Corridors. Plan and Zone for increased density, redevelop single-story under-performing retail with high-density, mixed-use centers. Include transit improvements, active transportation improvements, and land use policies.
- » Transportation Demand Management. Reduce vehicle miles traveled through ridesharing and

providing first/last mile services. Redistribute or eliminate vehicle trips during peak demand periods by supporting telecommuting and alternative work schedules. Reduce single occupancy vehicle trips through use of other modes such as transit, rail, bicycling, walking, and micromobility modes.

Caltrans: City Best Practices to Improve Transit, 2021

- » Dedicated Transit Lanes or Transit Right of Way. Planning for future implementation of dedicated transit infrastructure requires several steps to address appropriate ROW and determine transportation use.
- » Transit Vehicle Access to Curbside Bus Stops. Implement bus bulbouts, transit boarding islands, and full-size curbside bus stops for safe boarding and alighting.
- » Bus Stop Location. Cities to plan and work with transit agencies for new bus stops.
- » City Involvement in Re-Siting an Existing Bus Stop. Cities to work with transit agencies on the relocation of an existing bus stop.
- » Intersection and Traffic Signal Treatments. Reduce delays to transit vehicles, improve travel time, and schedule maintenance through transit signal priority, queue jump lanes, and transit-oriented traffic signal coordination.
- » Bus Layover Area. Layover spaces provide a place for parked buses and operator breaks with access to a restroom on either public or private property.
- » Passenger Waiting Areas at Transit Stops on City Sidewalks. City maintenance of bus stop amenities, planning for improvement of passenger waiting areas, ADA improvements at passenger waiting areas all enhance the passenger waiting experience.
- » Passenger Access to Transit Stops and Stations. Transit stops are major generators of walking and bike trips. The provision, design and maintenance of existing infrastructure, and planning for new infrastructure, can improve bicycle and pedestrian access to transit stops and stations, including sidewalks, bicycle parking, and lighting to name a few.
- » Traffic Impact Studies Consideration of Transit. Best practice is for the City to have traffic impact

study (TIS) guidelines that require the following assessments of public transit as part of the TIS of a land development project or roadway changes and for Transit Agency staff to be involved in the Traffic Impact Study. Project mitigation measures are recommended to reduce vehicles’ adverse impacts on transit operations.

- » Site Plan Review Including Special Events. Best practice is for Transit Agency staff to be involved in the site plan review process and that the project is responsible for addressing impacts to transit stops and service.
- » Developer Condition of Approvals/Project Mitigation. Cities can enact and enforce developer conditions including improvement of transit stops and stations serving a project site, improved walking and bike access between project site and transit stops, transit service to a project, requiring TDM plan, and construction impacts to transit stops and bicycle routes.
- » Transit-Specific Activities by the City. Best Practice is for at least one city staff to have some level of transit responsibilities. Best practice is to codify or institutionalize staff duties, follow transit-specific planning activities such as bus stop evaluations, and adopt short and long-range transit plans.
- » Routine Transportation Planning Activities. Develop long-range transportation planning practices and documents like corridor plans and traffic impact studies, integrate roadway and transit planning such as a Complete Streets policy, include transit-related improvements in the scope of work of all roadway reconstruction projects, introduce transit ridership encouragement programs, and participate in public outreach efforts.
- » Integration of Land Use Planning, Built Environment and Transit Planning. Given the connection between land use and transportation, good practice is to consider the existing and future transit network in land use and zoning decisions. This typically applies to medium and large cities with rapid transit, high-capacity transit service such as rail, or locations that can otherwise be considered transit dense.
- » Funding. Improve local contribution to fund public transit from general fund to development fees to ensure that transit agencies receive the financial support they need to provide excellent service.

SCAG: LA County Vision Zero, 2019

- » Establish a permanent funding source for the Vision Zero program.
- » Evaluate the County Master Plan of Highways, and the development and roadway design standards stipulated in the Los Angeles County Code to ensure consistency with Vision Zero goals.
- » Update the Public Works’ Highway Design Manual to consider available tools and design standards, including those recommended by the Los Angeles County Model Design Manual for Living Streets, National Association of City and Transportation Officials (NACTO) Guides, and other best practices to enhance safety for both motorized and non-motorized users.
- » Finalize the Livable Communities Design Guidelines, which incorporate multi-modal safety design measures, and hold training to educate staff and the public.
- » Implement traffic safety enhancements to reduce fatal and severe injury collisions involving pedestrians and bicyclists like high visibility crosswalks or curb extensions.
- » Implement training on traffic calming features training to promote culture change among County staff and the public.
- » Conduct regular data analysis on motor vehicle collision injuries and deaths to identify populations impacted and trends.
- » Conduct routine evaluation, research, and analysis to understand traffic safety trends and impacts to Vision Zero projects.

Riverside Transit Agency (RTA): First and Last Mile Plan, 2017

- » Identify items on the city’s CIP list that can incorporate recommended first and last mile improvements.
- » Integrate the first and last mile recommendations into all applicable grant applications.
- » Analyze if an environmental review is needed for each project to determine the level of impact.
- » Identify alternate sources of funding and include additional assessment districts who will benefit from the increased first and last mile improve-

ments, like Business Improvement Districts.

- » Identify opportunities to incorporate first and last mile recommendations into proposed redevelopment projects.

LA Metro: First Mile Last Mile Strategic Plan, 2014

- » Increase the average speed of active transportation users by decreasing wait times at intersections and increasing speed and capacity along pedestrian routes.
- » Decrease point to point distances with diagonal routes, midblock crossings, and other strategic short-cuts.
- » Support multimodal transfer activity by providing easily identifiable safe and efficient access routes between modes.

Appendix B. Technical Advisory Committee (TAC) Member List

NAME	ORGANIZATION
Adam Mitchell	City of Montebello Police Department
Adrianna Kendricks	Montebello Bus Lines
Alex Gillman	Public Affairs and Information Technology
Alfredo Machuca	Montebello Bus Lines
Alexis Lucero	City of Montebello Public Works
Chris Moorman	LA Metro
David Huang	Metrolink
Gary Robinson	City of Montebello Fire Department
Krista Yost	SCAG
Horacio Perez	Vail Continuation High School
Joe Forgiarini	LA Metro
Jose Ornelas	Adult School Principal
Laurie Aguilar	City of Montebello Parks & Recreation
Leticia Alvidrez	Montebello Unified School District
Naomi Sotelo	Eastmont Intermediate School
Paul Parzik	YMCA Metropolitan Los Angeles
Serena Liu	Caltrans
Stephanie Hardaway	Applied Technology Center High School
Stephen Fox	SCAG
Timothy Greensavitch	Montebello Bus Lines

Appendix C. Survey



montebello
First Mile/Last Mile Master Plan



Montebello
BUS LINES



SCAG
INNOVATING FOR A BETTER TOMORROW

The survey is
online at:
[https://www.
surveymonkey.
com/r/5QV8XLD](https://www.surveymonkey.com/r/5QV8XLD)



We want to hear from you! Help identify improvements for accessing transit.

Welcome to the City of Montebello First and Last Mile Survey! The purpose of this survey is to help identify physical barriers, such as those shown in the photos and maps below, that affect access to and from public transit. Thank you for helping us with this important study.

1. Do you experience any problems walking, cycling or accessing transit at a particular location or along a particular route?

Yes ____ No ____

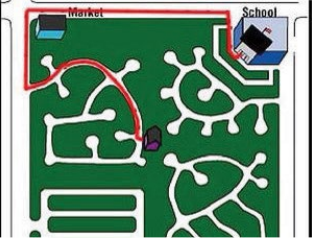
2. Please provide locations and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

Locations (Street/Cross Street) _____

City _____

Transit Routes Used _____

3. Please note problems associated with the previously mentioned location. Please check ALL that apply.



____ Long Distances / poor connectivity



____ Personal Safety



____ Missing sidewalks



____ Automobile traffic



____ Intersections or streets difficult to cross



____ Walking impediments: utilities, overgrown trees and street furniture

(continued on back)



montebello
First Mile/Last Mile Master Plan



Montebello
BUS LINES



SCAG
INNOVATING FOR A BETTER TOMORROW

The survey is
online at:
[https://www.
surveymonkey.
com/r/5QV8XLD](https://www.surveymonkey.com/r/5QV8XLD)

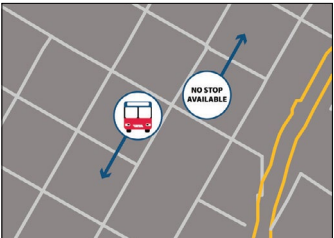


(continued from front)

3. Please note problems associated with the previously mentioned location. Please check ALL that apply.



____ Missing curb ramps



____ Lack of matching bus stops



____ Lack of bicycle routes & parking



____ Lack of car parking at park and rides

4. Do you have other ideas for improving access to transit services? If so, please provide them on the line below.
(Please note: this study is about biking, walking and other modes to transit services, not transit operations.)

5. Please provide your name and contact information below. This is for survey follow-up and if you want to be on an e-distribution list.

First Name _____

Phone Number and/or _____

Email Address _____

Thank you for your participation!

Appendix D. Social Media Flyer



FMLM SURVEY

The City of Montebello is preparing a **First Mile Last Mile Masterplan**, the first of its kind, to help improve pedestrian and bicycle connections to and from transit stops. Examples include new bike lanes, increased shade and seating at transit stops, improved pedestrian crossings, and more! Improvements to calm traffic and create connections and access to transit stops can not only increase ridership volumes but make streets safer for all road users.



Help us identify barriers that affect access to and from public transit by taking a quick 5-minute survey today! Visit <https://www.surveymonkey.com/r/5QV8XLD> or scan the QR code below. **Don't delay, the survey period closes February 28th.**



Appendix E. Transit Agency Interview Questions

Montebello First Mile Last Mile Plan

Transit Agency Interview Questions

- Does your organization have dedicated staff that is focused on securing funds/grants for FMLM related projects and programs? If so, how many dedicated staff do you have?
- What FLM aspects and issues are most important or perhaps challenging for a transit agency?
- What are advantages and disadvantages for a transit agency to implement FLM, or work with a city within its service area to implement FLM?
- Do you have a prioritized list of recommended project types (countermeasures) with the greatest effect on increased safety and participation with transit locations?
 - If not raised by this open-ended question, the interviewers asked about the following topics:
 - Programs to evaluate and implement safe access to and from bus stops, e.g., well-placed crosswalks, traffic signals or other measures to help passengers cross the street, and well-lit sidewalks to access the bus stops
 - Programs to evaluate and improve passenger safety and comfort at bus stops on City sidewalks, and practices to work proactively with the transit agency to provide amenities such as bus shelters and benches.
 - Other traffic engineering treatments
- Are there specific policies or strategies that have been successful in implementing FLM?
- Do you have a (prioritized) list of recommended program types (Federal to community) that have a notable increase in safety and participation rates with transit locations?
- Have you had luck with fire departments allowing speed cushions - if the cushions are designed to allow fire trucks to pass without reducing speed?
- How does the City handle conflicts between bike needs and bus needs? Is this an issue? Do bike lanes trump bus lanes for example?
- Do you have a list of funding sources (Caltrans ATP, FHWA HSIP etc.) that have helped with projects or programs for transit safety and participation rates? Which funding source(s) have you received funding from?
- What elements of bus stop design and maintenance are within City/local government purview?

Appendix F. Project Cost Breakdown

Project 1. Beverly Boulevard and Maple Avenue

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	\$10,000	EA	2	\$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	\$15,600	EA	4	\$62,400
Pavement Markings					
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	\$5,800	EA	4	\$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	\$1,600	INT Controller	1	\$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	\$2,500	INT / 8 signal heads	1	\$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Two bus stops, add shelter with lighting, mobility parking options, public art	\$20,000	EA	2	\$40,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	\$149,700

Project 2. Whittier Boulevard and Garfield Avenue

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	\$10,000	EA	2	\$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	\$15,600	EA	4	\$62,400
Pavement Markings					
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	\$5,800	EA	4	\$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	\$1,600	INT Controller	1	\$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	\$2,500	INT / 8 signal heads	1	\$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add mobility parking options, public art	\$12,000	EA	4	\$48,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	\$157,700

Project 3. Whittier Boulevard and Montebello Boulevard

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	\$10,000	EA	2	\$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	\$15,600	EA	4	\$62,400
Pavement Markings					
Add hardened centerlines	Raised rubber centerline	\$2,600	EA	2	\$5,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	\$1,600	INT Controller	1	\$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	\$2,500	INT / 8 signal heads	1	\$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add mobility parking options, public art	\$12,000	EA	4	\$48,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	\$139,700

Project 4. Washington Boulevard and Greenwood Avenue

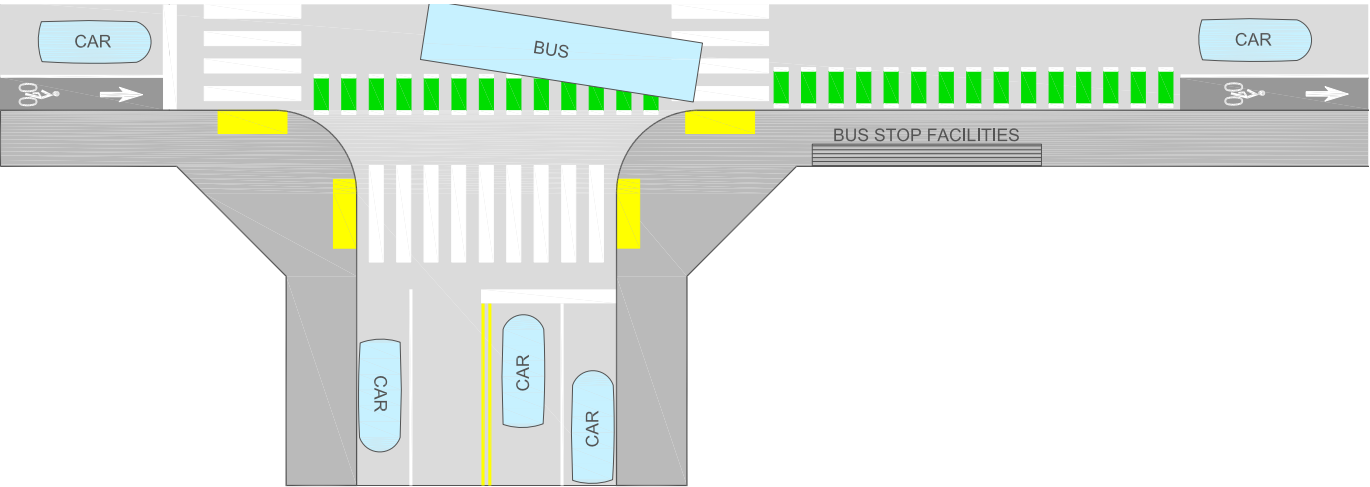
COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	\$10,000	EA	2	\$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	\$15,600	EA	4	\$62,400
Pavement Markings					
Add hardened centerlines	Raised rubber centerline	\$2,600	EA	2	\$5,200
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	\$5,800	EA	4	\$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	\$1,600	INT Controller	1	\$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	\$2,500	INT / 8 signal heads	1	\$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add shelter with lighting, mobility parking options, public art	\$20,000	EA	3	\$60,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	\$174,900

Project 5. Madison Avenue Neighborway

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add speed cushions along this route	Asphalt cushions every 500 ft along 12,000 ft route	\$5,500	EA	24	\$132,000
Pavement Markings					
Removal of yellow center line, addition of Edge Lane Road markings along this route	Dashed white lines along both side of 12k ft of vehicle travel way, remove existing yellow center line	\$6.50	LF	24,000	\$156,000
Signs or Signal Infrastructure					
Wayfinding signage for cyclists	Approximately 40 signs on metal posts	\$1,100	EA	40	\$44,000
Bus Stop Furnishings					
not applicable					
UM = Unit Measured, INT = Intersection, EA = Each, LF = Linear Feet				Total	\$332,000

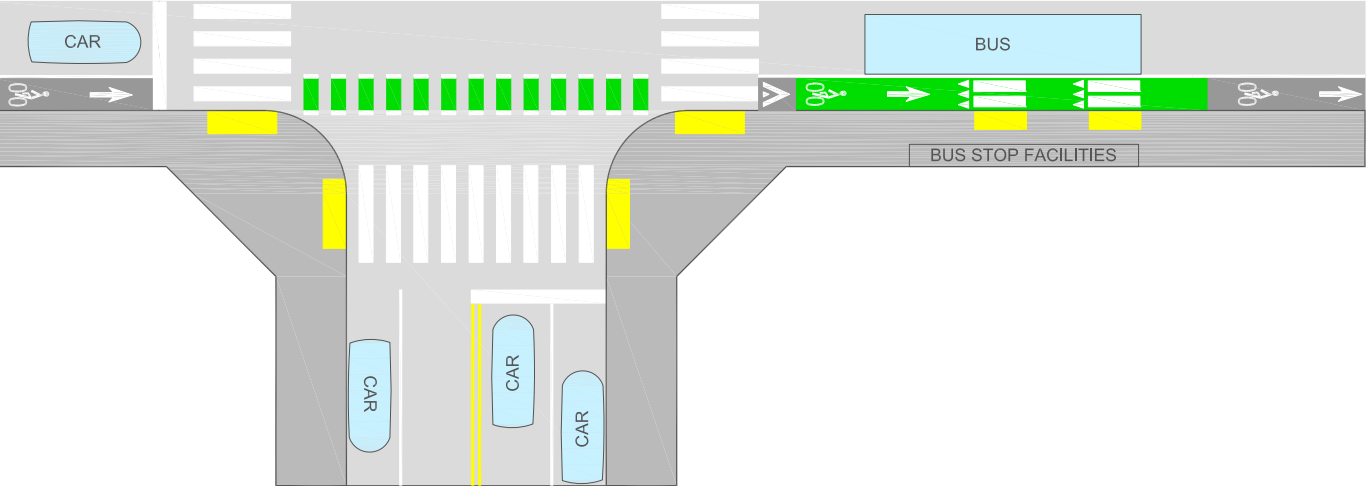
Appendix G. Bus Stop Typologies

Bus Stop Typology #1



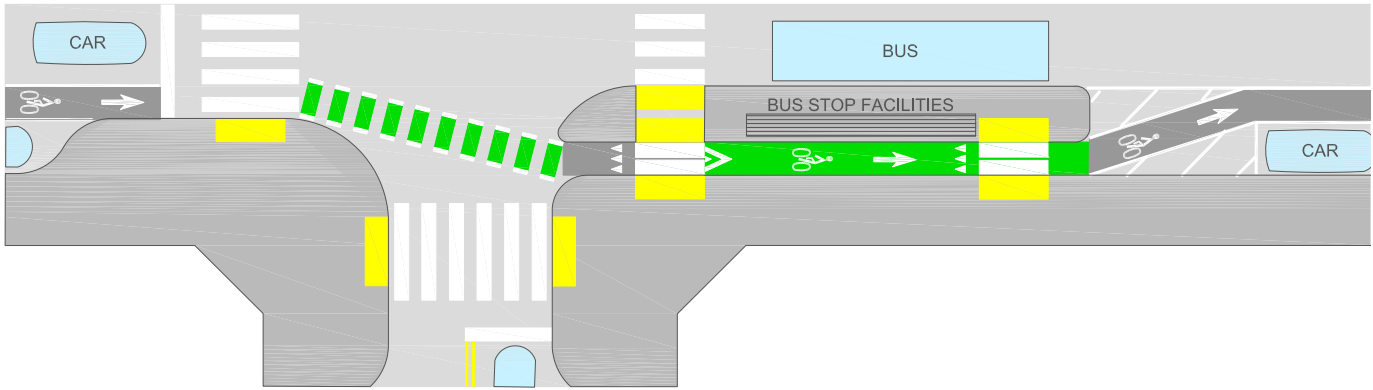
This is the most common type of bike facility at a bus stop, where buses and people biking share space at a bus stop. It is where a Class II bicycle facility exists between the curb and a general traffic lane, or in some cases there is just a shared lane marking (“Sharrow”) on the roadway. The shared bus-bike area is illustrated with green dashed conflict striping instead of solid green markings. The bus will encroach into the shared zone to board and alight passengers. Some places, like in Montreal, Canada, there are two sets of sharrows, allowing cyclists to either continue straight through the conflict zone or go left around a stopped bus. This is typically used when there is limited right of way available and if the preferred treatment is a bike lane or a shared lane.

Bus Stop Typology #2



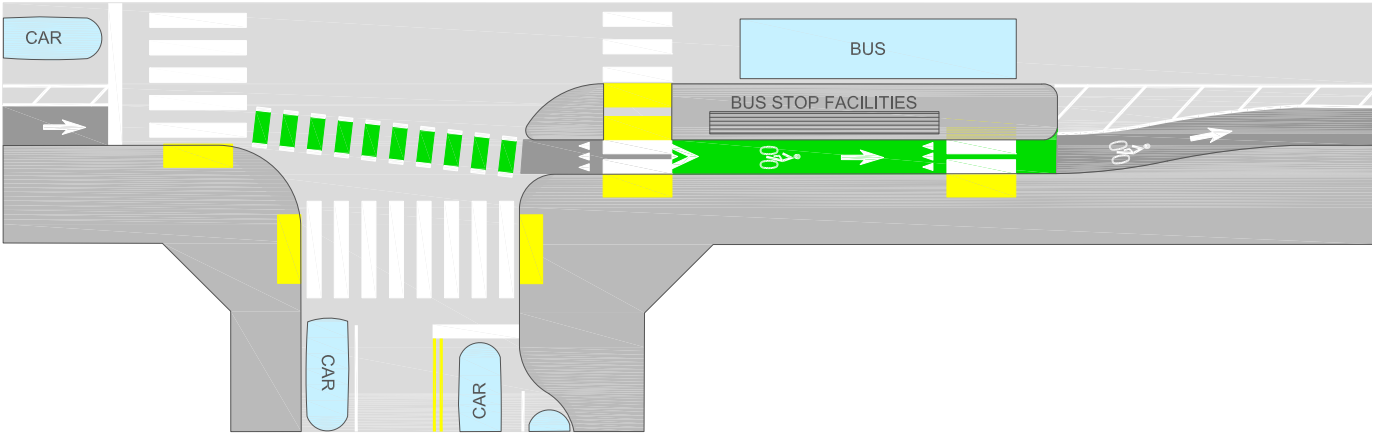
Where either a Class II bicycle facility or a Class IV bicycle facility exists, and there is not sufficient space to include a Floating Bus Island (FBI). It is a constrained bus stop adjacent to a bike lane or separated bike lane where the bike lane is elevated to sidewalk height at the FBI. The bike lane is crossed by people walking to access the bus, and it does not have parallel parking on the street. The raised area reduces conflict with vehicle traffic, and there is a bicycle ramp to elevate bicyclists to sidewalk height. This typology provides a designated pedestrian crossing zone and bicycle yield area across the bicycle facility to reduce conflict with passengers boarding and alighting. This is typically used when there is limited right of way available and the preferred treatment is a separated bike lane.

Bus Stop Typology #3



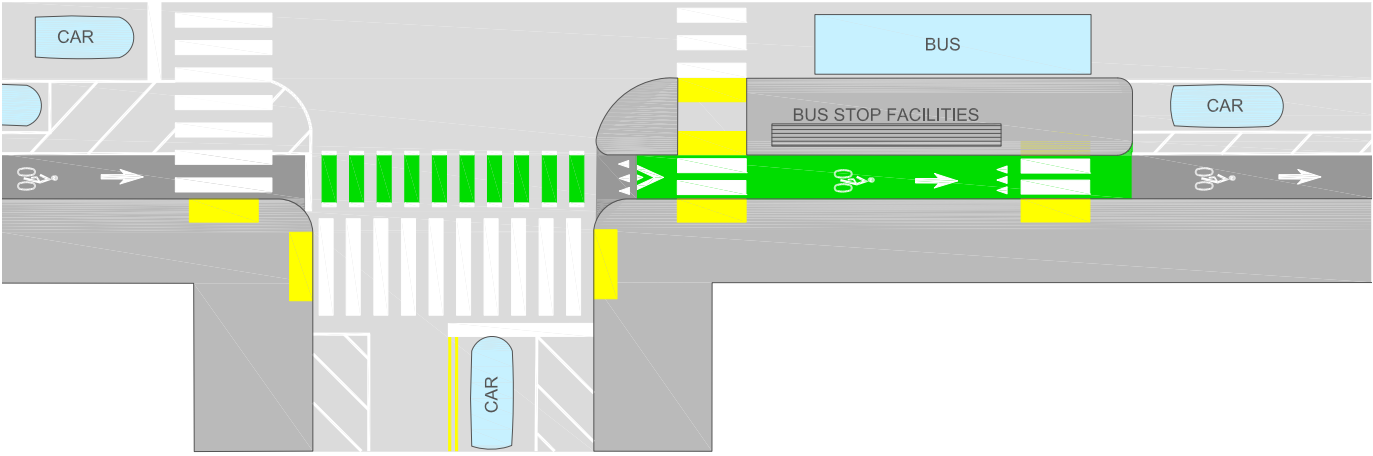
This typology has some similarities with Typologies #1 and #2, with the key difference being that it has a FBI and there is parking on-street adjacent to the curb with a tapered bike lane between the parking and the general purpose lane. The bike lane jogs behind the floating bus stop and then jogs again at the on-street parallel parking. This is typically used when there is a Class II bike facility instead of a Class IV bike facility.

Bus Stop Typology #4



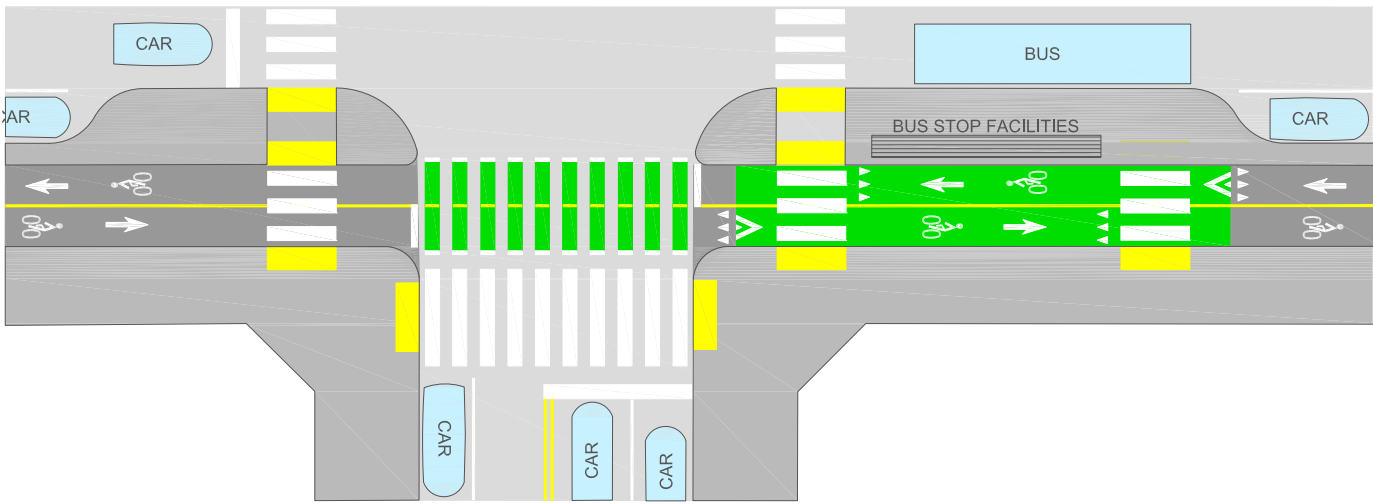
With similar conditions to Typology #3, the key difference is that it has a buffered bike lane and there is no on-street parking in this typology. As in the previous typology, the bike lane jogs behind the FBI. This is typically used when there is plenty of right of way available and the preferred treatment is a buffered bike lane.

Bus Stop Typology #5



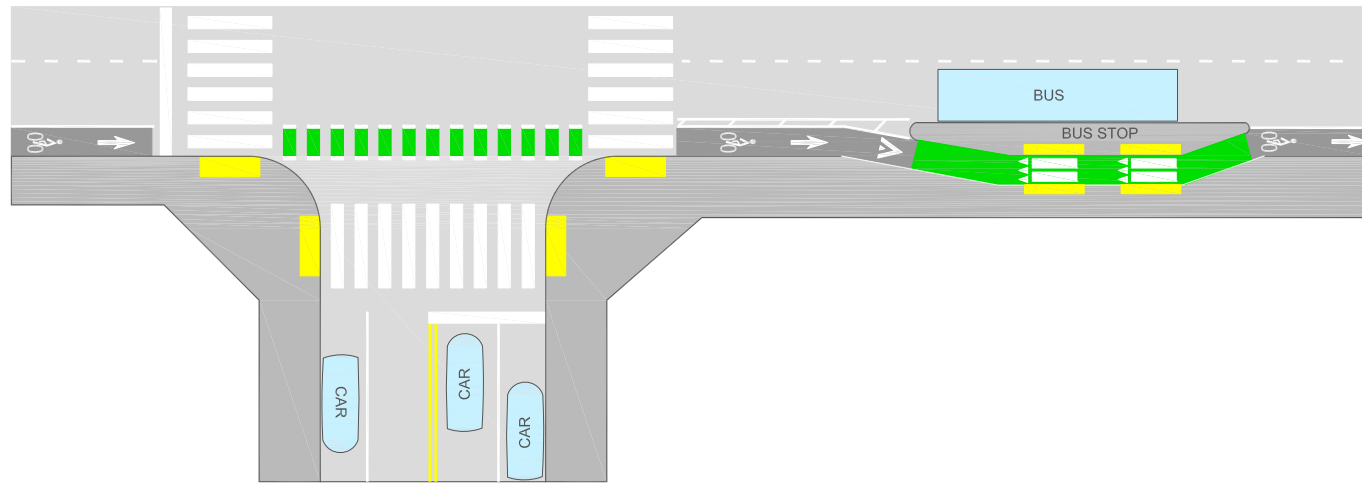
With similar conditions as Typology #3, the key difference for this typology is that it's for a Class IV bike facility rather than a Class II bike facility. It also has on-street parking that provides a physical separation to the bicycle facility. The separated bike lane runs straight behind the FBI. This is considered the "best practice typology" for when conditions are ideal. The FBI can be permanent, typically made out of concrete, or it can be temporary, typically made out of plastic, which is popular in Oakland, California, and several other cities.

Bus Stop Typology #6



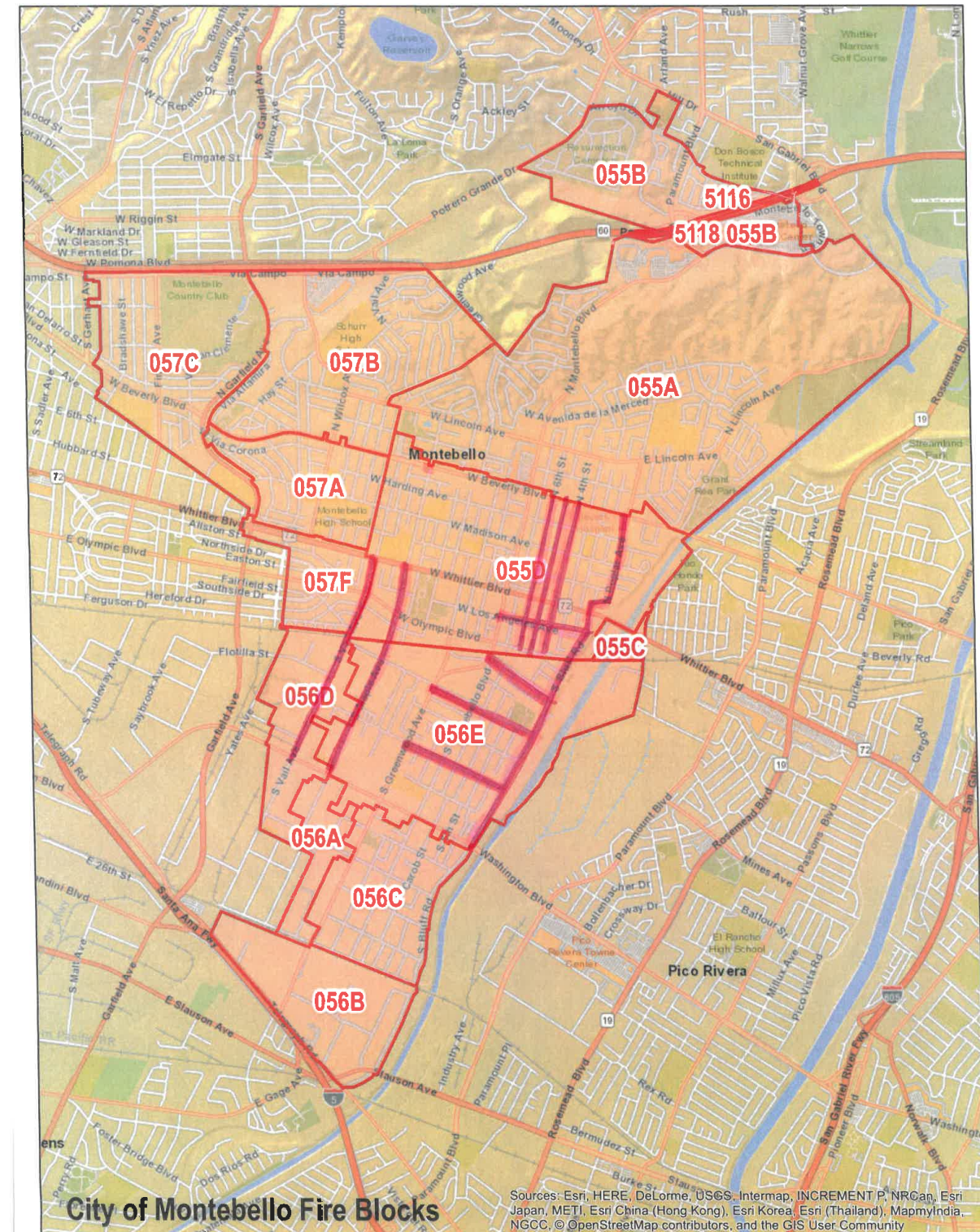
With the same conditions as Typology #5, this typology also has a Class IV elevated bicycle facility that exists between the curb and the FBI. It also runs straight and there is parallel on-street parking that provides a physical separation to the bike facility. The main difference is that Typology #6 is for a two-way separated bike lane while Typology #5 is for a one-way separated bike lane. Two-way separated bike lanes have some benefits over one-way separated bike lanes, such as increased comfort and lower space requirements, but one-way separated bike lanes are more common. Two-way separated bike lanes include only about a third of the separated bike lanes in the United States.

Bus Stop Typology #7



This typology has more similarities with Typologies 1 & 2 than with the other typologies. It is for constrained environments where there is still sufficient space on the sidewalk to have a sidewalk-level bikeway next to ADA-accessible sidewalk space. This typology does not have a FBI and there is no on-street parking next to the bike facility. Instead, the bus island is connected to the sidewalk and the bikeway goes from street level up to sidewalk level and then around and behind the bus island before ramping back down to street level. The bikeway is typically either Class II or Class IV or in rare cases it consists of shared lane markings. This is not considered ideal but it is considered the most ideal of the three constrained typologies. That is because it removes the stress of the cyclist interacting with a bus stopped at the bus stop. Moreover, it also minimizes the interaction between people walking and people biking because, in theory, people waiting for the bus will already be on the street-side of the bicycle facility.

Appendix H. Montebello Fire Department Recommendations for Traffic Calming





Montebello Fire Department

Intersection and Streets to Avoid for Vertical Traffic Calming (That may Affect Response Time for the Fire Department)

-Bluff Rd



Whittier -> Washington

-Roosevelt

-Mines

-Beach



Bluff Rd -> Greenwood Ave.

-Poplar Ave

-Poplar Way



Beverly Blvd. -> Whittier Ave.

-Maple

-Vail Rd.



Whittier Blvd -> Washington Ave.

-4th St., 5th St,

And

6th St.



Beverly Blvd. -> Olympic Blvd.

(4th Street the Most Important)



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

**SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3857 WITH
BLAIS AND ASSOCIATES, LLC TO PROVIDE GRANT WRITING AND
MANAGEMENT SERVICES**

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3857 with Blais and Associates, LLC for professional grant writing and management services to exercise the first of the available two, one (1) year term extensions; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total annual cost for providing the Montebello Fire Department with Grant Writing and Management Services is \$65,000. This expense is currently budgeted under the General Fund-Fire-Suppression-Outside Contracts Services (Account No. 100-85-860-6040.10) in the Fiscal Year 2023-24 adopted budget. The proposed total operating cost for Fiscal Year 2024-25 is \$65,000. No budget adjustment is needed as part of the recommended action to approve Amendment No. 1 extending the agreement term. The appropriate amount of funding will be included in the FY 2024-25 budget.

BACKGROUND/DISCUSSION:

On January 13, 2021, the City entered into Agreement 3857 (Attachment A) with Blais and Associates, LLC, to provide grant writing and management services to support the

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 2 of 3

Fire Department's Strategic Plan related to sustainability goals.

The Fire Department is addressing its sustainability strategies as a vital mechanism for its future growth and ability to be prepared for future challenges. These strategies are intended to support the mission of the fire services and increase the Fire Department's ability to be competitive in seeking additional funding that will support the Department's ability to improve the delivery of emergency services to the community while minimizing the fiscal impact on the General Fund by utilizing available grant funding opportunities.

Over the past three years, Blais & Associates, LLC has met the Department's project requirements and grant management needs. The Fire Department continues working closely with the grant writing and management services in seeking local, County, State, and Federal grant funding to improve service delivery, address service gaps, purchase equipment, address staffing needs, etc. The Fire Department has been successful in various grants totaling approximately \$14.4 million (See Attachment B).

Also, the Department must seek funding that relates to pre-and post-emergency or disaster-related projects, to support critical recovery initiatives, innovative research, pandemic response, Emergency Operations Management, as well as addressing the health and social equities impacting fire services, such as housing initiatives, homeless services, and many other programs. Additionally, seeking funding opportunities that target youth to establish a recruitment and retention training program to increase staffing levels, and engage local youth.

In accordance with Agreement No. 3857, the City and Contractor desire to amend and to exercise the first of the two, one (1) year term extensions set forth in Section 2 of the Agreement. Approval of Amendment No. 1 (Attachment C) will extend the term of the agreement to January 30, 2025. Staff will have the opportunity to exercise the final one (1) year extension should they remain satisfied with the services provided.

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: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending approval of Amendment No. 1 (Attachment C) to Agreement No.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 3 of 3

3857 with Blais and Associates, LLC (Attachment A) to continue providing grant writing and management support services for the Montebello Fire Department. The term of this Agreement shall continue in effect until January 30, 2025 (exercising the first of the two, one (1) year term extensions). Funding for these services was included in the FY 2023-24 budget, therefore no budget amendment is needed.

ATTACHMENT(S)

1. ATTACHMENT A-Agr No. 3857 - Blais and Associates LLC
2. ATTACHMENT B- Fire Department Grant Summary 2021-2024 Report
3. ATTACHMENT C -Amendment No. 1 to Agr. 3857 1- Year

NEXT STEPS:

N/A

AGREEMENT NO. 3857

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
BLAIS & ASSOCIATES, LLC**

THIS AGREEMENT ("Agreement") is made and entered into on January 13, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and BLAIS & ASSOCIATES, LLC (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 with its Grant Writing Services to seek funding for various CITY Fire Department ("Fire Department") projects; and

WHEREAS, CONSULTANT represents that it has 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 Proposal (RFP) No. 21-22 ("RFP No. 21-22") in a proposal dated December 17, 2020 ("Consultant's Proposal"); both documents as **Exhibit "A"** and **Exhibit "B"** and are incorporated herein by this reference. are incorporated herein by this reference.

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

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall 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 **Sixty-Five Thousand Dollars and 00/100 Cents (\$65,000) annually** (the "Maximum Annual 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 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date"). The term shall be for a period of three (3) years. Before the conclusion of the initial 3-year term, the Parties may exercise an option to extend the Agreement for up to two (2) additional, one-year (1-year) terms upon further written approval and authorization.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

A. 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 4. WORK PRODUCT.

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

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

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 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's Fire Chief ("Fire Chief") and/or his designee.

SECTION 6. CITY SUPERVISION.

The Fire Chief and/or his designee 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 Fire Chief and/or his designee

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in

effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and 00/100 Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and 00/100 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 00/100 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 00/100 Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and 00/100 Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

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

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

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

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

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

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to,

the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. 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:

Fire Chief
City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, California 90640

Blais & Associates, LLC
2807 Allen Street, Suite 2050
Dallas, TX 75204

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO
(CITY)



Rene Bobadilla
City Manager

Dated: _____

BLAIS & ASSOCIATES, LLC
(CONSULTANT)



Jordan P. Carter
President & CEO

Dated: 01/19/2021

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney

Exhibit "A"
Professional Services
Blais & Associates, LLC. Grant Proposal
Scope of Work

Exhibit "B"
Schedule of Performance
Blais & Associates, LLC One-Time Cost Schedule

Exhibit "C"
City of Montebello Request for Proposal
RFP #21-22

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BLAIS & ASSOCIATES, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2807 ALLEN ST, STE 2050

6 City, state, and ZIP code

DALLAS, TX 75204

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 5 - 3 0 8 3 5 9 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **08/20/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



BLAIAND-03

RZHANG2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 600 Corporate Pointe Suite 600 Culver City, CA 90230		CONTACT NAME: PHONE (A/C, No, Ext): (310) 568-5900 FAX (A/C, No): (310) 568-9098 E-MAIL: ADDRESS:		
INSURED Blais & Associates, LLC 2807 Allen St Ste 2050 Dallas, TX 75204		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Company		19682
		INSURER B : Hartford Insurance Group		914
		INSURER C : Capitol Specialty Insurance Corporation		10328
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		72SBAAH9XDG	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			72SBAAH9XDG	10/20/2020	10/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WBCGA7466	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			SGC0008048-03	9/20/2020	9/20/2021	Each Claim/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with respects to the general liability.

30 days notice of cancellation and 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 72 WBC GA7466

Endorsement Number:

Effective Date: 10/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Blais & Associates, LLC
4017 MOONLIGHT DROVE
LITTLE ELM TX 75068

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

<u>SUBJECT</u>	<u>INDEX</u>	<u>PAGE</u>
SECTION I		2
PARTS ONE and TWO		2
01 We Will Also Pay		2
PART - THREE		2
02 How This Insurance Works		2
PART - SIX		2
03 Transfer of Your Rights and Duties		2
04 Liberalization		2
SECTION II		2
VOLUNTARY COMPENSATION INSURANCE		2
05 Voluntary Compensation Insurance		2
A. How This Insurance Applies		2
B. We will Pay		3
C. Exclusions		3
D. Before We Pay		3
E. Recovery From Others		3
F. Employers' Liability Insurance		3
EMPLOYERS' LIABILITY STOP GAP COVERAGE		3
06 Employers' Liability Stop Gap Coverage		3
A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming		3
B. Part One does not Apply		3
C. Application of Coverage		3
D. Additional Exclusions		3
E. West Virginia		3
SECTION III		4
07 Schedule of Covered States		4

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance

Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. **Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.

- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

SECTION III

7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

CA

Countersigned by _____ Authorized Representative



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
 - e. **Incidental Medical Malpractice**
 - (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".
- 2. Medical Expenses**
- Insuring Agreement**
- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
 - b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
- 3. Coverage Extension - Supplementary Payments**
- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e) "Bodily injury" or "property damage" arising out of:
 - (i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
- a. Is not your "employee";
 - b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WBC GA7466

Endorsement Number:

Effective Date: 10/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Blais & Associates, LLC
4017 MOONLIGHT DROVE
LITTLE ELM TX 75068

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 08/22/20

Policy Expiration Date: 10/01/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a. Any person or organization shown in the Declarations, or
- b. Any person or organization with whom you have a contract that requires such waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

- 1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- 2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

J. PREMIUM AUDIT

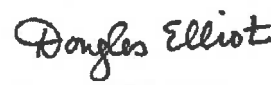
- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.


Lisa Levin, Secretary


Douglas Elliot, President

GRANT NAME	Purpose	Type of Funding	Contract Term	Contract Value
California Interagency Council on Homelessness (Encampment Resolution Funding ERF-2-L)	Supportive/Case Management Services Partner: Beverly Hospital Emergency Coordinator Riverbed Services (ONLY) MCAP #2 Montebello Riverbed Outreach Project	State	January 1, 2023- March 30, 2026	\$1,168,774
Permanent Local Housing Allocation (PHLA)	Rental Assistance Supportive/Case Management Services Five Percent (5%) Administrative Costs Project # 850.24.23 G/L String: 265-85-861 Revenue: 265-99-4198.13	State	July 1, 2023-June 30, 2026	\$1,350,903
CDBG Community Development Block Grant Program (HUD)	Supportive/Case Management Services	Federal	July 1, 2023-June 30, 2023	\$563,122
CCOGIHS LA County Interim Housing Agreement Grant	Management, Facility and Operations of Operation Stay Safe Site Funds must be expended by June 30, 2024 \$876,000 (SGVRHT Site Operator \$500,000 MTB Fire \$376,000)	County	December 23, 2022- June 30, 2026	\$876,000
Cal Fire Grant- CA Wildfire Fuel Reduction and Public Education Grant	The project will reduce hazardous fuels and educate the project by clearing vegetation and trees in the 83-acre target area, while implementing a public awareness campaign. Project will train MTB firefighters for Wildland fuel reduction.	State	November 16, 2022- March 26, 2026	\$108,997
SGVRHT Operation Stay Safe Project (Interim Housing)	Tiny Homes Facilities & Setup	Local	October 1, 2021 -June 30, 2024	Re-imbursement
FY23 EOC- Montebello EOC Communications Upgrade Project	(FY) 2023 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Upgrade of EOC and Interoperability Communications System, communications related equipment	Federal	June 1, 2023- May 31, 2026	\$2,211,745
2021 Assistance to Firefighters Grants	EQUIPMENT & VENDOR: Plymovent Replacement Installation in all Stations 55,56,57 and New Butler Bldg. Match 25% \$18,384.18	Federal	August 30, 2022- August 29, 2024	\$202,233
Montebello Prop. 64: Operation Shield	Enhance safety for Police, Fire and Emergency Medical Service (Fire/EMS), and Code Enforcement staff. Reduce environmental risks and improve public safety. Conduct an annual "National Night Out" campaign and resource fair in south Montebello.	State	May 1, 2023-June 30, 2028	\$1,278,987
FEMA Staffing for Adequate Fire and Emergency Response SAFER Grant	Staffing for Adequate Fire and Emergency Response Program. 15 Firefighter positions.	Federal	July 1, 2023-June 30, 2026	\$5,650,875
2020 Fire Prevention and Safety (FP&S)	Prepare the Comprehensive Risk Assessment Report Match 25% \$9,442.17	Federal	September 3, 2021- March 1, 2024	\$188,843
SGVCOG Housing Linkage Program (Your are Home Initiative)	Landlord Engagement and Rental Program	Local	August 30, 2023- August 29, 2024	\$23,466
CA Fire Foundation (Wildland)	Tools & small equipment	Local	Closed	\$15,000
SGVCOG Landlord Incentive & Crisis Shelter Grant	Support hotel voucher services, and landlord incentive program	Local	Closed	\$50,000
Gateway Cities Council	GCCOG Homeless Grant		Closed	\$463,093
FEMA/CAL-OES Local Hazard Mitigation Plan	Hazard Mitigation	Federal	Application Pending	\$200,000
Firehouse Subs	Fire Gear- Coats for Firefighters	Local	Application Pending	\$45,000
Total Grant Funding (Since 2021-Present)				\$14,397,038

**CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 3857
WITH BLAIS & ASSOCIATES, LLC**

This Amendment No. 1 to Agreement No. 3857 ("**Amendment No. 1**") is made and entered into as of the 14th day of January 2024 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Blais & Associates, LLC, a Texas corporation located at 2807 Allen Street, Suite 2050, Dallas, Texas, 75204 ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Contract Agreement No. 3857 to assist **City** with its Grant Writing Services for City's various Fire Department ("Fire Department") projects entered on January 3, 2021 ("Agreement"); and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, pursuant to Section 2 ("Term"), the initial term of the Agreement commenced on the Effective Date for a period of three (3) years and may be extended by mutual consent for an additional two (2), one-year (1-year) terms; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement as authorized by Section 2 by memorializing the Parties' exercise of the option to extend the Agreement for the first year of the two (2), one-year (1-year) terms ("First Extension"); and

WHEREAS, compensation for the First Extension shall remain the same as in the original Agreement in an amount not to exceed Sixty-Five Thousand Dollars and 00/100 Cents (\$65,000); and

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to exercise their right to extend the Agreement for the First Extension from **January 15, 2024, to January 14, 2025**, as authorized under Sections 2 and 24 of the Agreement.

SECTION 3. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 1** with respect to the Term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 4. COUNTERPARTS. **This Amendment No. 1** may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[End of Amendment No. 1]

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 1 TO AGREEMENT NO. 3857

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3857 to provide Grant Writing Services to the Fire Department with the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

By: _____
Raul Alvarez, City Manager

("CONTRACTOR")

BLAIS & ASSOCIATES, LLC a
Texas corporation

By: _____
Federal Tax Identification No. _____

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3822 WITH COMPLETE LANDSCAPE CARE, INC. EXTENDING THE TERM TWO (2) YEARS AND EXPANDING THE SCOPE OF SERVICES

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3822 with Complete Landscape Care Inc. to extend the agreement for two (2) additional years and expand landscape maintenance services to Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park; and
2. Increase the total not-to-exceed amount of the agreement by \$60,000 per year (\$120,000 over the two (2) year extension term); and
3. Authorize the City Manager to execute Amendment No. 1 to Professional Service Agreement No. 3822; and
4. Take all other additional actions deemed necessary

FISCAL IMPACT:

The City has utilized Complete Landscape Care, Inc. for citywide landscape maintenance services since September, 2020. In addition to the agreed upon scope of work that was included in Agreement No. 3822, staff tasked Complete Landscape Care, Inc. (consultant) to perform additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park. In addition to these new service areas, extra duties outside the scope of work were conducted for the amount of \$8,741 for weed abatement, trimming of existing shrubs and disposing of all debris that surrounded the Fire Department Communication Center. These four locations were previously contracted to Mariposa Landscape Inc., until that contract's expiration in July 2022.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 2 of 3

The following is a budget analysis providing detail of the base contract amount, as well as the additional expenses related to the new service areas and the one-time work at the Fire Department Communications Center:

Fiscal Year	Amount	Explanation
2023-24	\$296,640	Adopted budget in Purchase Order (PO) 2024-13 for citywide landscape maintenance services.
2023-24	\$50,796	Staff requesting an additional appropriation of \$50,796 to PO 2024-13 for work at four new locations that were not part of the original scope of work.
2023-24	\$8,714	Staff requesting a one-time appropriation of \$8,714 in PO 2024-13 for work completed on Montebello Boulevard.
2024-25	\$64,698	Staff requesting an additional appropriation of \$64,698 to PO 2024-13 for work at four new locations that were not part of the original scope of work

Staff is requesting the execution of Amendment No. 1 (Attachment A) for the total not-to-exceed cost of \$356,150 for Fiscal Year 2023-24 (\$296,640 plus additional appropriation of \$59,510 for extra work, see table details above) and \$361,338 for Fiscal Year 2024-25 for citywide landscape maintenance services (\$296,640 plus \$64,698 for additional service areas, see table above). The FY 2023-24 budget includes \$470,000 for landscape maintenance in Account No. 100-30-720-6040.20 (General Fund, Public Works, Park Maintenance, Landscaping Services). Therefore, no budget amendment is needed as sufficient appropriations are available to fund the additional landscaping services. In addition, the FY 2024-25 budget will be developed to include sufficient funding for the second year of the agreement extension.

BACKGROUND/DISCUSSION:

On July 16, 2020 the City issued RFP 20-15, seeking a contractor to provide citywide landscape maintenance services. This includes furnishing all labor, tools, materials, appliances and equipment for landscape maintenance services requested by the City. Maintenance areas to be serviced are all exterior landscaping including lawn areas, planters, banks, flower beds, island median strips, and irrigation systems adjacent to City buildings and in and around City parking lots. The maintenance work described in RFP 20-15 was defined to include performance as a continuous and constant program throughout the contract term. RFP 20-15 closed on August 17, 2020 and the City received six (6) responsive proposals. RFP 20-15 was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

At the City Council meeting of September 9, 2020, the City Council awarded a professional services agreement to Complete Landscape Care, Inc. (Agreement No. 3822) to provide citywide landscape maintenance services. For the past three years, Complete Landscape Care has been providing citywide landscape maintenance services in accordance with the RFP and agreement.

Amendment No. 1 (Attachment A) to Agreement No. 3822 will extend the term of the

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

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contract for two (2) additional years (expiring September, 2025) as well as expand the scope of services to include Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park. In addition, the total not-to-exceed amount of the agreement will be \$356,150 in FY 2023-24 and \$361,338 in FY 2024-25.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council extend Professional Services Agreement No. 3822 and authorize the City Manager to execute Amendment No. 1 (Attachment A). Upon Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Agr No. 3822 - Complete Landscape Care, Inc. - Amendment No. 1 (1)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3822
WITH COMPLETE LANDSCAPE CARE, INC.
FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 14th day of February 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Complete Landscape Care, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Citywide Landscape Maintenance Services by and between the City of Montebello and Complete Landscape Care, Inc., dated September 9, 2020 ("Agreement"), pursuant to which City retained Consultant to provide Citywide Landscape Maintenance Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, staff is exercising Section 2. Term of Professional Service Agreement No. 3822 to extend the agreement for two (2) additional years (sunsetting on September 9, 2025), with Complete Landscape Care Inc. for citywide landscape maintenance services. In addition to the original agreement, the City requires services, including costs and expenses, exceeded the anticipated scope of Agreement No. 3822, and City and Consultant desire to increase the maximum compensation allowable under the Agreement for additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 5. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Subsection A. Exhibit “A” includes additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

SECTION 1. Subsection B. Exhibit “B” includes additional cost for landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

SECTION 2. Terms. The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3822, Amendment No. 1 which allows for the extension of the Agreement for an additional two (2) years. The original termination/expiration date of the Agreement, as set on September 9, 2020, is hereby extended, and the Agreement will now terminate on September 9, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of citywide landscape maintenance services by Complete Landscape Care, Inc.

Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3822

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

COMPLETE LANDSCAPE CARE, CIN.

Raul Alvarez, City Manager

Thomas C. Murray, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"
Agreement No. 3822 with Complete Landscape Care

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3822_____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
COMPLETE LANDSCAPE CARE, INC.

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Complete Landscape Care, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Landscape Maintenance (July 16, 2020) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the landscape maintenance services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written

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

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or

damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

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

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

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

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

Agreement, file with CITY's Risk Manager such certificate(s).

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

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

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this

Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

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

such other addresses as the Parties may designate by written notice:

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

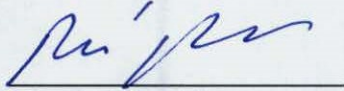
SECTION 24. ENTIRE AGREEMENT.

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

valid and binding.

CITY OF MONTEBELLO

CONTRACTOR



René Bobadilla
City Manager

Dated: 9/9/2020



Name
Title of Representative

Dated: 9-17-20

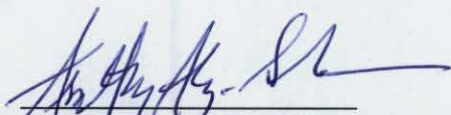
ATTEST:



Irma Barajas
City Clerk



APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP – BID SHEET**

Company Name: Complete Landscape Care Inc.

Authorized Agent: Thomas C. Murray-President

Signature:



Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Taylor Ranch Park	\$12,853.62	\$13,252.98	\$13,905.06
Grant Rea Park/Rea Dr.	\$21,422.70	\$22,088.30	\$23,175.10
Roosevelt Ave. Riverbed Access and Rest Stop	\$4,284.54	\$4,417.66	\$4,635.02
Grant Rea Riverbed Access and Rest Stop	\$8,569.08	\$8,835.32	\$9,270.04
Grant Rea Riverbed Access at Rea Dr.	\$8,569.08	\$8,835.32	\$9,270.04
City Hall/Police Department	\$12,853.62	\$13,252.98	\$13,905.06
Beverly Boulevard Medians and Entrance Signs	\$8,569.08	\$8,835.32	\$9,270.04
Bluff Road Monument	\$4,284.54	\$4,417.66	\$4,635.02
Bluff Road Rio Hondo Channel Shoulder	\$4,284.54	\$4,417.66	\$4,635.02
Corporate Yard/Transit	\$6,426.81	\$6,626.49	\$6,952.53
Fire Stations (3)	\$8,569.08	\$8,835.32	\$9,270.04
Garfield Parkway	\$8,569.08	\$8,835.32	\$9,270.04
Greenwood Slope and Entrance Signs	\$12,853.62	\$13,252.98	\$13,905.06
Montebello Boulevard Medians	\$8,569.08	\$8,835.32	\$9,270.04
Montebello Reservoir	\$8,569.08	\$8,835.32	\$9,270.04
Montebello Way and Greenwood Ave.	\$4,284.54	\$4,417.66	\$4,635.02
Natasha Lane Landscape	\$4,284.54	\$4,417.66	\$4,635.02
Northside and Southside Dr.	\$12,853.62	\$13,252.98	\$9,270.04
Paramount Blvd. Median	\$8,569.08	\$8,835.32	\$9,270.04
San Gabriel Blvd. and Plaza Dr.	\$4,284.54	\$4,417.66	\$4,635.02
San Gabriel Blvd. Monument	\$4,284.54	\$4,417.66	\$4,635.02
Sycamore Ave.	\$8,569.08	\$8,835.32	\$9,270.04
Telegraph Road next to I-5 Freeway	\$2,142.27	\$2,208.83	\$2,317.51
Vail Avenue	\$4,284.54	\$4,417.66	\$4,635.02
Washington Blvd. Medians	\$8,569.08	\$8,835.32	\$9,270.04
Whittier Blvd. Medians and Entrance Signs	\$8,569.08	\$8,835.32	\$9,270.04
Whittier Blvd. Trash and Parking Lots	\$8,569.08	\$8,835.32	\$9,270.04
Lincoln Ave.	\$4,284.54	\$4,417.66	\$4,635.02
Sanchez Adobe	\$4,284.54	\$4,417.66	\$4,635.02
City Owned Properties	\$4,284.54	\$4,417.66	\$4,635.02
Minson Way	\$2,142.27	\$2,208.83	\$2,317.51
City Parks	\$40,692.57	\$41,957.53	\$44,031.41

TOTAL:

\$274,200.00

\$282,720.00

\$296,640.00

EXHIBIT "B"
Complete Landscape Care, Inc. Price Sheet

CITY OF MONTEBELLO

CITYWIDE LANDSCAPE MAINTENANCE SERVICES

RFP – PRICE SHEET

Company Name: Complete Landscape Care Inc

Authorized Agent: Richard Hernandez-General Manager

Signature: 

LOCATION	YEAR 4 ANNUAL COST	YEAR 5 ANNUAL COST
Taylor Ranch Park	\$14,462.00	\$15,044.00
Grant Rea Park/Rea Dr.	\$24,102.00	\$25,066.00
Roosevelt Ave. Riverbed Access and Rest Stop	\$4,820.00	\$5,012.00
Grant Rea Riverbed Access and Rest Stop	\$9,640.00	\$10,025.00
Grant Rea Riverbed Access at Rea Dr.	\$9,640.00	\$10,025.00
City Hall/Police Department	\$14,462.00	\$15,040.00
Beverly Boulevard Medians and Entrance Signs	\$9,640.00	\$10,025.00
Bluff Road Monument	\$4,820.00	\$5,012.00
Bluff Road Rio Hondo Channel Shoulder	\$4,820.00	\$5,012.00
Corporate Yard/Transit	\$7,230.00	\$7,519.00
Fire Stations (3)	\$9,640.00	\$10,025.00
Garfield Parkway	\$9,640.00	\$10,025.00
Greenwood Slope and Entrance Signs	\$14,462.00	\$15,040.00
Montebello Boulevard Medians	\$9,640.00	\$10,025.00
Montebello Reservoir	\$9,640.00	\$10,025.00
Montebello Way and Greenwood Ave	\$4,825.00	\$5,018.00
Natasha Lane Landscape	\$4,825.00	\$5,018.00
Northside and Southside Dr	\$14,462.00	\$15,040.00
Paramount Blvd. Median	\$9,640.00	\$10,025.00
San Gabriel Blvd. and Plaza Dr.	\$4,820.00	\$5,015.00
San Gabriel Blvd. Monument	\$4,820.00	\$5,015.00
Sycamore Ave	\$9,640.00	\$10,025.00
Telegraph Road next to I-5 Freeway	\$2,410.00	\$2,506.00
Vail Avenue	\$4,820.00	\$5,012.00
Washington Blvd. Medians	\$9,640.00	\$10,025.00
Whittier Blvd. Medians and Entrance Signs	\$9,640.00	\$10,025.00
Whittier Blvd. Trash and Parking Lots	\$9,640.00	\$10,025.00
Lincoln Ave.	\$4,820.00	\$5,015.00
Sanchez Adobe	\$4,825.00	\$5,018.00
City Owned Properties	\$4,825.00	\$5,018.00
Minson Way	\$2,415.00	\$2,515.00
City Park	\$45,795.00	\$47,627.00
Montebello City Park Monument	\$9,912.00	\$10,309.00
Montebello City Park Youth Center	\$9,912.00	\$10,309.00
Senior Center South Wing Enclosed Patio	\$9,912.00	\$10,309.00
North Ridge Park	\$9,180.00	\$9,549.00

TOTAL: **\$347,436.00** **\$361,338.00**



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Raul Alvarez, City Manager
Arnold Glasman, City Attorney

SUBJECT: AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Authorize the City Manager to execute the aforementioned agreements.

FISCAL IMPACT:

The proposed eleventh (11th) amendment to the food and beverage license agreement would result in an adjustment and update to the rent calculations relating to the gross revenue benchmarks applied in the License Agreement.

BACKGROUND/DISCUSSION:

Since 1974, Quiet Cannon Management (QCM) and its predecessor has been in contract with the City of Montebello to operate the Quiet Cannon banquet and meeting location, club house facility, and related properties that encompass the municipal golf course. Included in this agreement is the exclusive right by QCM for food and beverage sales and distribution for these various properties. When the Hilton Garden Inn and Home2Suites hotels were constructed, QCM's exclusive rights were extended to these two properties.

The City has recently approved various improvements to the golf course property with the intent of remodeling and constructing new golf course facilities, a new club house property and Topgolf driving range and entertainment complex which is scheduled to open later this year. In addition, certain changes to the existing Quiet Cannon License Agreement have been developed to address the golf course improvements and potential golf course campus opportunities. Amendments to existing management agreements are also being presented to align the terms of the hotel management operations agreement to be consistent with the term of the Topgolf operations lease/sub-lease.

The agreements presented to the City Council are essential to accomplish the objectives of defining QCM's role and rights vis-a-vie the new improvements at the Golf Course property and to retain continuity and consistency in the overall golf course and hotel facilities. Additionally, these proposed agreements will bring management operations and fee schedule to current standards. Specifically, an update to the Premises-Use Fee has been incorporated and a Consumer Price Index adjustment has been added.

ENVIRONMENTAL:

Pursuant to the provisions of CEQA Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Consideration of the above-referenced agreements by the City Council does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Any future development will be subject to compliance with the Surplus Land Act, CEQA, and other applicable laws and regulations.

ANALYSIS:

N/A

SUMMARY:

There are three agreements presented to the City Council for consideration and approval:

- Eleventh Amendment to the Existing License Agreement between the City and Quiet Cannon Management (QCM).
- Extension of the Management rights period for the Hilton Garden Inn hotel.
- Extension of the Management rights period for the Home2Suites hotel.

If approved, these agreements would accomplish the following:

- Establish an Eleventh Amendment to the existing License Agreement between the City and QCM.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 3 of 3

- Extend the current hotel management agreements between the QCM affiliated.

ATTACHMENT(S)

1. Attachment A - First Amendment H2S Renewal
2. Attachment B - First Amendment to HGI Renewal February 2024
3. Attachment C - QCM 11th Amendment

NEXT STEPS:

N/A

**FIRST AMENDMENT TO AGREEMENT NO. 3213
HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE
AGREEMENT
BETWEEN
CITY OF MONTEBELLO
AND
HOTEL2SUITES LLC
FOR
HOME2 SUITES BY HILTON**

FIRST AMENDMENT TO HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE AGREEMENT

This First Amendment to Hotel Operations, Management and Maintenance Agreement ("First Amendment") dated February 14, 2024, and is entered into by and between the City of Montebello, (hereinafter "City") and Hotel2Suites LLC, a California limited liability company, (hereinafter "H2S"), and pertains to the Home2 Suites by Hilton described further herein and intended to amend the term of H2S' Hotel Operations, Management and Maintenance Agreement, dated May 26, 2016 ("Agreement").

RECITALS

- A.** The City owns certain real property (the "Site") located in the City of Montebello known as 988 Via San Clemente and surrounded by the Montebello Championship Golf Course, Country Club, Quiet Cannon and Hilton Garden Inn (the "Golf Course Property"), with the Golf Course Property and the foregoing listed improvements referred to hereinafter as the "CAMPUS". The City desires the operations, management and maintenance of a premium hotel facility on the Site (the "Hotel Facility"), and desires to enter into an agreement with H2S to continue to provide the Home2 Suites by Hilton Franchise for the Hotel Facility, and to operate, manage and maintain said Hotel Facility, as well as provide food & beverage for the Hotel Facility through Quiet Cannon Montebello Inc.
- B.** The City has no expertise or experience with respect to providing a major Hotel franchise and food + beverage, operating, managing, or maintaining facilities such as the Hotel Facility, nor with creating and implementing an actionable long-term business plan for the Hotel Facility that compliments and works in synergy with the Golf Course Property and CAMPUS, which includes: Montebello Championship Golf Course, Hilton Garden Inn, Quiet Cannon, and Home2Suites.
- C.** The City desires experienced business ownership with quality operations, management and hotel room sales and marketing experience and services for the Hotel Facility with an ongoing business plan for the continued success thereof. Among other things, such expertise and services will: provide the expertise and competent management necessary to enhance City revenues and optimize the synergy between multiple operations on the Golf Course Property; bring a "Campus Environment and Guest Experience" to the CAMPUS; optimize use of the Hotel Facility; develop and manage a marketing, promotion and sales team for the Hotel Facility; enhance the reputation and image of the Hotel Facility as well as the entire CAMPUS, Montebello business community and the City of Montebello. The CAMPUS has a major impact on the overall image of the City of Montebello as viewed by the community at-large and Southern California cities, businesses, visitors, and guests.
- D.** H2S is in the business of developing, operating, managing, maintaining, and improving hotel facilities, including providing those services described herein the Agreement. H2S warrants and represents that it possesses the unique knowledge, skill, and experience necessary to provide the quality and level of services which the City desires.

- E. The City is desirous of having H2S provide the services described in the Agreement with respect to the Home2 Suites Franchise, business plan and development, operations management, maintenance, and operation of the Hotel Facility commencing on the first date of the "Term" defined below, and H2S desires such engagement on the terms and conditions set forth herein.
- F. It is now contemplated by City to enhance the Golf Course by building two new high-tech golf courses, one of which is night lit, along with a new clubhouse facility and Topgolf. Hotel2Suites LLC dba Home2 Suites by Hilton Los Angeles Montebello hereby agrees and approves of such improvements in place of the old Golf Course facility.

NOW, THEREFORE, in consideration of the mutual promises, contained herein and other considerations the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. **OPERATIONS PHASE**

Section 1.1 Term. shall be amended as follows:

The "Operations Phase" shall commence on February 14, 2024 and shall continue for thirty (30) years and expire on February 14, 2054. Upon termination of the Operations Phase on February 14, 2054, City shall conduct a public bid for a subsequent Hotel Operations, Management and Maintenance Agreement, where City will afford Hotel2Suites LLC or any of its successors or assigns the right to be one of the bidders.

The extension set forth in Section 1.1 shall be subject to the determination by a qualified real estate evaluation which reviews, evaluates and concludes that the usable lifetime expectancy and economic value of the hotel is equal to or exceeds the period of thirty (30) years. Upon such evaluation being submitted to the City, the term extensions will then be in effect.

ARTICLE II. **GENERAL PROVISIONS**

Section 2.17 Contractual Obligations. shall be added as follows:

Nothing in the Topgolf agreement shall waive or release the City of Montebello from their previously agreed to contractual obligations with Home2 Suites and Hotel2Suites LLC, which shall take precedence should any conflict arise.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

"City"

ATTEST:

CITY OF MONTEBELLO

By: _____
Christopher Jimenez, City Clerk

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman, City Attorney

Hotel2 Suites LLC

Its Managing Member, Brad Perrin

APPROVED AS TO FORM:

Scott Gilmore, Counsel for H2S

**FIRST AMENDMENT TO AGREEMENT NO. 3323
HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE
AGREEMENT BETWEEN CITY OF MONTEBELLO
AND HOTEL ADVENTURES LLC
FOR HILTON GARDEN INN BY HILTON**

FIRST AMENDMENT TO HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE AGREEMENT

This First Amendment to Hotel Operations, Management and Maintenance Agreement ("First Amendment") dated February 14, 2024, and is entered into by and between the City of Montebello, (hereinafter "City") and Hotel Adventures LLC, a California limited liability company, (hereinafter "HALLC"), and pertains to the Hilton Garden Inn by Hilton described further herein and intended to amend the term of HALLC's Hotel Operations, Management and Maintenance Agreement, dated November 29, 2017 ("Agreement").

RECITALS

- A.** The City owns certain real property (the "Site") located in the City of Montebello known as 801 Via San Clemente and surrounded by the Montebello Championship Golf Course, Country Club, Quiet Cannon and Home2 Suites by Hilton (the "Golf Course Property"), with the Golf Course Property and the foregoing listed improvements referred to hereinafter as the "CAMPUS". The City desires the operations, management and maintenance of a premium hotel facility on the Site (the "Hotel Facility"), and desires to enter into an agreement with HALLC to continue to provide the Hilton Garden Inn by Hilton Franchise for the Hotel Facility, and to operate, manage and maintain said Hotel Facility, as well as provide food & beverage for the Hotel Facility through Quiet Cannon Montebello Inc.
- B.** The City has no expertise or experience with respect to providing a major Hotel franchise and food + beverage, operating, managing, or maintaining facilities such as the Hotel Facility, nor with creating and implementing an actionable long-term business plan for the Hotel Facility that compliments and works in synergy with the Golf Course Property and CAMPUS, which includes: Montebello Championship Golf Course, Hilton Garden Inn, Quiet Cannon, and Home2Suites.
- C.** The City desires experienced business ownership with quality operations, management and hotel room sales and marketing experience and services for the Hotel Facility with an ongoing business plan for the continued success thereof. Among other things, such expertise and services will: provide the expertise and competent management necessary to enhance City revenues and optimize the synergy between multiple operations on the Golf Course Property; bring a "Campus Environment and Guest Experience" to the CAMPUS; optimize use of the Hotel Facility; develop and manage a marketing, promotion and sales team for the Hotel Facility; enhance the reputation and image of the Hotel Facility as well as the entire CAMPUS, Montebello business community and the City of Montebello. The CAMPUS has a major impact on the overall image of the City of Montebello as viewed by the community at-large and Southern California cities, businesses, visitors, and guests.
- D.** HALLC is in the business of developing, operating, managing, maintaining, and improving hotel facilities, including providing those services described herein the Agreement. HALLC warrants and represents that it possesses the unique knowledge, skill, and experience necessary to provide the quality and level of services which the City desires.

- E. The City is desirous of having HALLC provide the services described in this First Amendment with respect to the Hilton Garden Inn Franchise, business plan and development, operations management, maintenance, and operation of the Hotel Facility commencing on the first date of the "Term" defined below, and HALLC desires such engagement on the terms and conditions set forth herein.
- F. It is now contemplated by City to enhance the Golf Course by building two new high-tech golf courses, one of which is night lit, along with a new clubhouse facility and Topgolf. Hotel Adventures LLC dba Hilton Garden Inn Los Angeles Montebello hereby agrees and approves of such improvements in place of the old Golf Course facility.
- G. The City and HALLC desire to amend the term of HALLC to operate the Hilton Garden Inn as set forth in Section 1.1.

NOW, THEREFORE, in consideration of the mutual promises, contained herein and other considerations the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. OPERATIONS PHASE

Section 1.1 Term. shall be amended as follows:

The "Operations Phase" shall commence on February 14, 2024 and shall continue for thirty (30) years and expire on February 14, 2054. Upon termination of the Operations Phase on February 14, 2054, City shall conduct a public bid for a subsequent Hotel Operations, Management and Maintenance Agreement, where City will afford Hotel Adventures LLC or any of its successors or assigns the right to be one of the bidders.

The extension set forth in Section 1.1 shall be subject to the determination by a qualified real estate evaluation which reviews, evaluates and concludes that the usable lifetime expectancy and economic value of the hotel is equal to or exceeds the period of thirty (30) years. Upon such evaluation being submitted to the City, the term extensions will then be in effect.

ARTICLE II. GENERAL PROVISIONS

Section 2.18 Contractual Obligations. shall be added as follows:

Nothing in the Topgolf agreement shall waive or release the City of Montebello from their previously agreed to contractual obligations with Hilton Garden Inn and Hotel Adventures LLC, which shall take precedence should any conflict arise.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

“City”

ATTEST:

CITY OF MONTEBELLO

By: _____
Christopher Jimenez
City Clerk

By: _____
Raul Alvarez
City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Hotel Adventures LLC

Its Managing Member, Brad Perrin

APPROVED AS TO FORM:

John Harper, Counsel for HALLC

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

This Eleventh Amendment (“Eleventh Amendment”) to the License Agreement (“Agreement”) effective February 14, 2024, and is entered into by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and QUIET CANNON MONTEBELLO INC., a California corporation, (hereinafter referred to as “The Licensee”), with reference to the following facts:

RECITALS

- A. City and Licensee (referred to individually at times as a “Party” or jointly as the “Parties”) are Parties to that certain unrecorded License Agreement originally dated August 15, 1978, and subsequently amended on ten (10) previous occasions (the “License Agreement”), which concerns that certain real property owned by the City and generally located at 988 Via San Clemente, City of Montebello, California, 90640, (subject to change to 77 Bella Verde Drive) and commonly known as the Montebello Municipal Golf Course and also referred to as Bella Verde Resort at Montebello (the “Property”).
- B. Among other things, the License Agreement grants Licensee the exclusive right to provide, prepare, distribute, serve and sell all food, beverage, and other consumables to patrons of the 118-acre Golf Course, as well the exclusive right to operate the Quiet Cannon Conference & Events Center (“Quiet Cannon”), and the exclusive right to operate the existing clubhouse facility located on the Property.
- C. By way of the Eighth Amendment, the City acknowledged Licensee’s right to provide food, beverage, and related services to the then-newly constructed Hilton Garden Inn hotel located on a portion of the Property; and subsequently, by way of the Tenth Amendment, the City acknowledged Licensee’s right to provide food, beverage, and related services to the then-newly constructed Home2Suites hotel located on a portion of the Property (jointly the “Existing Hotels”).
- D. The City is nearing completion of a upgrade and modernization of the Property and associated amenities with a two (2)-part project: (1) construction of a modern driving range complex with entertainment, restaurant /bar, and retail amenities on a, 18-acre portion of the Golf Course that, following construction, will be operated by a third-party selected by the City under a lease agreement (“Driving Range Relocation Project”); and (2) has redesigned and modernized the remainder of the Golf Course with a new 9-hole championship golf course, new clubhouse to replace the existing Clubhouse formerly located in the Quiet Cannon (“New Clubhouse”), and associated amenities (the “Golf Course Project”). The Licensee acknowledges that they have been included in the design and location of the Golf Course Project, including all improvements and adjustments to or construction of buildings, golf course improvements, parking realignment and related site modifications, and by entering into this Eleventh Amendment acknowledge these improvements of the Golf Course Project.

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

Page 2 of 6

E. City and Licensee desire to enter into this Eleventh Amendment to the License Agreement to memorialize their understandings, agreements, goals, rights, and objectives relating to Driving Range Relocation Project, the Golf Course Project, and the Property generally for the remaining term of the License Agreement.

AGREEMENT

1. PREMISES AMENDMENT:

Paragraph 3 of the License Agreement (PREMISES) is amended by deleting sub-paragraphs (b)(1), (b)(2), (b)(3), and (b)(4) and in their entirety, and replacing said paragraphs with a new subparagraphs (b) and (d) to read as follows:

(b) This License Agreement also permits Licensee to use the additional premises of the current golf course cart barn storage facility, current golf course pro shop facility and current golf course men's and women's locker rooms in accordance with the terms of the License Agreement, as such areas are shown on Exhibit "A" to the Eleventh Amendment to this License Agreement. Within sixty (60) days of the effective date of the 11th Amendment, City shall be responsible for the removal of items from these premises and leave Licensee with the premises in a usable condition, clean of debris and ready for interior tenant improvements, which Licensee shall have the right and the obligation to improve with design work at Licensee discretion commencing no later than three (3) years of the effective date of the Eleventh amendment and completion of the improvements no more than five (5) years from the effective date of the Eleventh Amendment, with no expectation or obligation of funding from the City. All F&B sales generated by the new expanded indoor and outdoor premises shall be included as revenues in accordance with percentage rent paid to City by Licensee in the existing License Agreement, while other uses such as storage space, offices, green rooms, bridal rooms and other uses will require no additional rent to be paid by Licensee to City. With the removal of the golf operation from the existing Clubhouse located at the Quiet Cannon and re-formatting of the golf course, the current putting green space and starter become unneeded and have been re-formatted and constructed by the City to provide a wedding ceremony space with landscaping and lighting, as well as ancillary landscaping improvements for Licensee, this area is referred to upper event lawn space, which shall be available for rent in addition to F&B sales which will generate additional revenue for the City.

(d). This License Agreement among other things grants Licensee the exclusive right to provide, prepare, distribute, serve, and sell all food, beverage, and other consumables to patrons of the golf course property: specifically to the area of the current championship golf course, Bicknell Park, and any additional contiguous land areas that the CITY may acquire or control along the golf course property. The Parties agree to work cooperatively to identify commercial, food and beverage and/or retail businesses which are acceptable to the CITY and meet the requirements under state, county, local and federal regulatory and or legislative compliance relating to land use, notwithstanding any restrictions from funding of the acquisition of the properties including bond indentures, grants, or restricted transportation

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

Page 3 of 6

funding sources for development and operation on additional continuous land areas acquired or controlled along the golf course property.

2. HOTEL FACILITIES AMENDMENT:

Paragraph (52) of the License Agreement, as added by the Eight Amendment and subsequently modified by the Tenth Amendment by adding subparagraph (b), is hereby modified by adding subparagraph (c) and (d) as follows:

(c) It is hereby acknowledged by the Parties that term of the hotel management agreement the between the City of Montebello and Hotel Adventures dated November 29, 2017, pertaining to the Hilton Garden Inn by Hilton, has been extended to February 14, 2054, by way of a first amendment to the hotel management agreement.

(d) It is hereby acknowledged by the Parties that the term of the hotel management and agreement between the City of Montebello and Hotel2Suites LLC dated May 26, 2016, pertaining to the Home2Suites by Hilton, has been extended to February 14, 2054, by way of a first amendment to the hotel management agreement.

3. PREMISES-USE FEE:

Paragraph 6 of the License Agreement (COMPENSATION) is hereby amended as follows and renamed as “Premises-Use Fee”, which is due to the City based on gross receipts derived from the operation:

- a) In subparagraph (a), the term “one million dollars” shall be replaced with “seven million five hundred thousand dollars” (\$7,500,000), with an annual adjustment from this figure based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)”. Licensee shall pay City a sum equal to five percent (5%) of gross receipts.
- b) In subparagraph (b), the phrase “in excess of one million dollars, but less than one million two hundred fifty thousand dollars” shall be replaced with “in excess of seven million five hundred thousand dollars (\$7,500,000), but less than nine million dollars (\$9,000,000) with both figures having an annual adjustment based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)”. Licensee shall pay City a sum equal to six percent (6%) of that portion of gross receipts.
- c) In subparagraph (c), the phrase “in excess of one million two hundred fifty thousand dollars, but less than one million five hundred thousand dollars” shall be replaced with “in excess of nine million dollars (\$9,000,000), but less than ten million five hundred

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

Page 4 of 6

thousand dollars (\$10,500,000) with both figures having an annual adjustment based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)". Licensee shall pay City a sum equal to seven percent (7%) of that portion of gross receipts.

- (d) In subparagraph (d), the phrase "in excess of one million five hundred thousand dollars, but less than one million seven hundred fifty thousand dollars" shall be replaced with "in excess of ten million five hundred thousand dollars (\$10,500,000), but less than twelve million dollars (\$12,000,000) with both figures having an annual adjustment based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)". Licensee shall pay City a sum equal to eight percent (8%) of that portion of gross receipts.
- (e) In subparagraph (e), the phrase "in excess of one million seven hundred fifty thousand dollars, but less than two million dollars" shall be replaced with "in excess of twelve million dollars (\$12,000,000), but less than thirteen million five hundred thousand dollars (\$13,500,000) with both figures having an annual adjustment based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)". Licensee shall pay City a sum equal to nine percent (9%) of that portion of gross receipts.
- (f) In subparagraph (f), the phrase "in excess of two million dollars" shall be replaced with "in excess of thirteen million five hundred thousand dollars (\$13,500,000) with an annual adjustment based upon increases in the Annual CPI Index (Los Angeles-Riverside-Orange County, CA Consumer Price Index) using February 2024 as the base month/year with a minimum adjustment of 2.5% (but not to exceed 5%)". Licensee shall pay City a sum equal to ten percent (10%) of that portion of gross receipts.
- (g) A new subparagraph (g) is hereby added to paragraph 6 as follows:

(g) All revenues generated from the Land Tariff, Resort Fee, Tourism Fee, Energy Tariff, Environmental Fee, Hospitality Fee and any similar future fees, taxes or tariffs imposed on the Property (or any portion thereof) shall not be included in the calculation of "gross receipts."

5. FIXTURES:

The License Agreement is amended to add a paragraph (56) relating to fixtures within the Quiet Cannon Events Center and ownership thereof:

(56) QUIET CANNON FIXTURES:

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

Page 5 of 6

All trade fixtures and equipment, signs, appliances, furniture, and other personal property of any nature located within or on the Quiet Cannon premises ("FF and E items") as of the date of the Eleventh Amendment, or purchased and installed by Licensee in the future for Quiet Cannon and installed on the premises shall not become a part of the real property and may be removed by Licensee from the premises at any time prior to sixty (60) days following the expiration or termination of this License Agreement. Notwithstanding the forgoing, at any time Quiet Cannon may choose to donate any or all of the FF and E items to the City, subject to the City's acceptance of the property offered by the Quiet Cannon. This section shall supersede and prevail over any other term or provision in the License Agreement relating to fixtures prior to the effective date of the Eleventh Amendment. The Parties shall identify and inventory such FF and E items of any nature located within or on the Quiet Cannon premises and both Parties shall agree in writing to the content and items prior to the transfer of the FF and E items to the Quiet Cannon.

6. CONTRACTUAL OBLIGATIONS:

The License Agreement is amended to add a paragraph (57) relating to Contractual Obligations with the City of Montebello:

(57) CONTRACTUAL OBLIGATIONS:

Nothing in the Topgolf agreement shall permit the City of Montebello to approve or license a food and beverage facility of any kind other than Topgolf or like facility on the Topgolf location after the expiration of the present bond indenture, and this agreement, along with any and all food and beverage license agreements between Quiet Cannon Montebello Inc. and the City of Montebello shall take precedence and prevail should any conflict arise with Topgolf.

7. EFFECT OF ELEVENTH AMENDMENT OF LICENSE AGREEMENT:

Except as hereby amended by this Eleventh Amendment, the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on the day and year first written.

[Signatures of the following page]

ELEVENTH AMENDMENT TO LICENSE AGREEMENT NO. 893

Page 6 of 6

CITY OF MONTEBELLO

APPROVED AS TO FORM:

By: _____
Raul Alvarez, City Manager

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Christopher Jimenez, City Clerk

QUIET CANNON MONTEBELLO INC.

QCM Counsel, Scott Gilmore

By: _____
Its President/CEO, Brad Perrin



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4175 WITH YUNEX, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4175 with Yunex, LLC for traffic signal maintenance services in an annual amount not-to-exceed \$280,000 and authorize the City Manager to execute the Professional Services Agreement; and
2. Approve payment of unpaid invoices with Yunex, LLC for traffic signal maintenance services in the amount of \$95,616; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City is responsible for the maintenance and operation of various traffic signal systems, and utilizes a third-party contractor to provide routine and emergency maintenance services. The annual cost of these services is \$280,000, with the City utilizing State Highway Users Tax (i.e., Gas Tax) funding to pay for these services. The City has contracted with Yunex, LLC (formerly Siemens) and wishes to continue utilizing them for these important traffic safety maintenance services. The previous contract (Agreement No. 3342) expired in January 2023, requiring renewal (Agreement No. 4175, Attachment A).

Staff is utilizing Montebello Municipal Code Section 3.20.125 - "Piggybacking Purchasing Agreements" in order to enter into a new agreement with Yunex, LLC. Section 3.20.125(A) allows for the City to utilize a competitively bid contract "by another local, county, state, federal or other public entity." In this case, the City will piggyback off a

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competitively bid contract by the City of Glendale (Attachment C).

Approval of this Professional Services Agreement will result in an annual financial impact of no more than \$280,000 per year. Staff is also seeking approval to pay outstanding invoices in the amount of \$95,616 (Attachment B). These outstanding invoices represent work completed since the prior agreement's expiration (January, 2023). Public Works staff has been working with the City Attorney's Office and representatives from Yunex, LLC to process a new agreement as well as obtain approval to pay the outstanding invoices.

The Fiscal Year 2023-24 budget included sufficient funding for signal maintenance services in the Gas Tax Fund (Fund 200). Therefore, no budget amendment is needed as part of the recommended actions to approve the agreement with Yunex, LLC and process outstanding invoices.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for the maintenance and operation of Traffic Signal Systems, Flashing Beacons, Radar Speed Feedback Signs, Lighted Crosswalks and Sig Alert Service. The City has chosen to utilize a third-party contractor to provide routine preventive maintenance, schedule routine and emergency repairs to traffic signals, traffic signal equipment, safety street lights and the above mentioned items and equipment. The proposed Professional Services Agreement No. 4175 will have an initial three (3) year term that runs through June 30, 2027, with two optional one (1) year term extensions.

Yunex LLC, formerly known as Siemens Industry, Inc., has worked with the City to provide excellent traffic signal maintenance services, with prompt response times, and effective solutions for traffic system issues. Yunex, LLC provides these professional services at a lower cost than many other service providers in the field, allowing the City's maintenance and repairs to remain cost-effective, resulting in more funds being available for other necessary projects. Since the expiration of Professional Service Agreement No. 3342 in January 2023, Yunex LLC has made itself available for the City's calls and needs for traffic signal maintenance and repair, maintaining the safety and welfare of residents and the public who travel on the public roads of Montebello. Moreover, Yunex LLC has extensive knowledge of the City of Montebello traffic system. Staff recommends continuing to utilize Yunex LLC and acknowledges the professional, efficient, cost-saving and prompt services they provide to the City.

Yunex, LLC recently entered into an agreement with the City of Glendale (Attachment C) for the same services required by the City of Montebello. This agreement was the result of a competitive RFP process administered by the City of Glendale Public Works Department. Montebello Municipal Code Section 3.20.125 - "Piggybacking Purchasing Agreements" allows for the City to enter into purchase contracts with a vendor provided that the agreement with the vendor is the result of competitive bidding (Section 3.20.125(A) and 3.20.125(A)1). Staff is therefore recommending approval of an agreement with Yunex, LLC to provide necessary traffic signal maintenance services (routine and emergency) under the auspices of Section 3.20.125 et al.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of an agreement with Yunex, LLC (Attachment A) for traffic signal maintenance services (routine and emergency) for an initial term of three (3) years to run through June 30, 2027 in an annual not-to-exceed amount of \$280,000. The authority to enter into this agreement is through Montebello Municipal Code Section 3.20.125 - "Piggybacking Purchasing Agreements." Furthermore, Staff is recommending approval to pay Yunex, LLC for outstanding invoices in the amount of \$95,616 (Attachment B) for work completed between January 2023 and January 2024. The FY 2023-24 budget was developed to include funding for traffic signal maintenance and repair services. Therefore, no budget amendment is needed as part of the recommended action.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4175 - Yunex, LLC
2. Attachment B - Yunex Invoices
3. Attachment C - City of Glendale Contract

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4175
BY AND BETWEEN
CITY OF MONTEBELLO
AND
YUNEX LLC**

THIS AGREEMENT ("Agreement") is made and entered into on **January 24, 2024**, by the **CITY OF MONTEBELLO**, a municipal corporation (hereinafter referred to as "CITY") and **YUNEX LLC** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide traffic signal maintenance services; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services"), based upon the specific services requested by CITY.

B. CONTRACTOR shall provide CITY all labor, equipment, materials and incidental necessary for maintenance of all city-maintained traffic signals (including signal controllers, signal loop/camera detections/flashing beacons, speed feedback signs and lighted crosswalks), intersection street light maintenance, emergency repairs, non-emergency routine inspections, and new equipment upgrade/installation work as set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference.

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Cost Proposal attached hereto as **Exhibit "B"** and incorporated fully herein by this reference in an annual amount not to exceed two hundred eighty thousand dollars (\$280,000.00) ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fee or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date") and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one (1) year terms upon such terms and conditional mutually agreed upon by the Parties in writing on or before the expiration date of the preceding term.

SECTION 3. PERFORMANCE.

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

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

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

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

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

SECTION 4. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be

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seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** 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 CONTRACTOR has no owned autos, Code 8 (hired)

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and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000 aggregate.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

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

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

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

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

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

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

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 21. NOTICE.

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

CITY:

Attn: Arlene Salazar, Acting City Manager
Attn: Rita Montalvo, Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR:

Yunex LLC
Attn: Anchal Bansal
9225 Bee Cave Road
Building B, Suite 201
Austin, TX 78733
(770) 598-4705
Anchal.bansal@siemens.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to CONTRACTOR's Professional Services under this Agreement. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

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

[Signatures on Next Page]

CITY OF MONTEBELLO

CONTRACTOR

Raul Alvarez,
City Manager

Name:
Title:

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A - Scope of Work
- Exhibit B - Cost Proposal

Exhibit "A"

Scope of Work

I. General Description

The Contractor shall provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, and other related equipment by duly trained and qualified personnel.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City. All preventive maintenance, scheduled repair, and USA will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with Exhibit "B".

An inability to provide routine preventive maintenance to each traffic signal and safety street light may cause the Contractor to be subject to liquidated damages.

The Contractor shall provide and maintain emergency service response of the City's traffic signals and street lights on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, street lights, and flashing beacons in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

The Contractor shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) — California Manual on Uniform Traffic Control Devices (CAM UTCD)

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the City. During emergency conditions, the Contractor shall

assure full cooperation with the City and those employees of the City and other agencies as indicated.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City. The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirements to the City.

II. Maintenance Requirements

a. Preventive Maintenance

The Contractor shall provide a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a preventive maintenance checklist form approved by the City. The contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records. The program shall include monthly inspections of each signalized intersection.

At a minimum, the following shall be performed:

- Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display.
- Examine the functioning of the controller in relation to the traffic.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
- Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.

b. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

This work shall be performed in accordance with the unit cost provided in the Cost Proposal in Exhibit "B". For any work not covered by the Cost Proposal, the Contractor shall submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

c. Emergency Response Work

The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.

1. Emergency Response Work may include, but is not limited to the following:

- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

2. Equipment for Emergency Work

- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.
- The Contractor shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
- Notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

- The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

d. Maintenance Records

Contractor shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.

Contractor shall maintain a copy of the Preventive Maintenance Inspection Form approved by the City at each intersection. The checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

e. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice.

No payment will be made without submittal of the report. The report shall include:

1. Preventive Maintenance: Time and date the preventive maintenance was performed.
2. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
3. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

f. Response and Service

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor

shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance — one (1) hour
2. Replacement of burned out signal faces — two (2) hours
3. All other signal maintenance — twenty-four (24) hours
4. Safety Lighting — forty-eight (48) hours
5. Illuminated Street Name Signs — forty-eight (48) hours

Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract,

g. Signal Shut Down and Signal on Flash

The contractor shall immediately notify the City's Public Works Department, Montebello Police Department, and Fire Department of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash

operation in excess of fifteen (15) minutes must be first authorized by the Community Development Department.

h. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

i. Salvage Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Community Development Department. Any material or equipment declared non-salvageable by Community Development Department shall be taken from the City and disposed of properly by the Contractor and Contractor's cost. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

j. New Traffic Signals

The contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City. As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

III. Underground Service Alert (Dig Alert) Monitoring

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 *et seq.* The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an *Intersection Record Log* shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law. Compensation for providing USA —Dig Alert services identified above will be paid at a fiat rate per occurrence in accordance with the Cost Proposal.

IV. Warranty Service

New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

V. Working Day

The Contractor's working day activities for preventive maintenance and scheduled repairs shall be limited to the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City. The following is a list of holidays on which contract service will not be performed:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve Day
Christmas Day

Exhibit “B”

Cost Proposal

CONTRACTOR shall provide an updated Cost Proposal for each year of the Agreement term based on increases in the Consumer Price Index (CPI). Such updated Cost Proposal must be provided to the City at least 30 days prior to the annual anniversary date from the Effective Date.

COST PROPOSAL SCHEDULE "A"
FLAT RATE MAINTENANCE SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total Annual Amount
I.	Preventive Maintenance (Traffic Signal System: includes safety lights & illuminated street name signs)	79	Per	\$ 59.59	\$ 56,488.95
II.	Preventive Maintenance (Flashing Beacons)	8	Per location	\$ 47.25	\$ 4,536.00
III.	Preventive Maintenance (Speed Feedback Signs)	10	Per location	\$ 47.25	\$ 5,670.00
IV.	Lighted Crosswalks	2	Per Location	\$ 52.50	\$ 1,260.00
V.	Underground Service Alert – (Dig Alert Service)		Per USA	\$ 267.75	\$ 267.75

Special Note: The flat rate fee represents total compensation for all labor, material, equipment, and vehicles necessary to provide the corresponding tasks.

TOTAL PROPOSAL ITEMS (I, II, III, IV and V) \$ 68,222.70

**COST PROPOSAL SCHEDULE
"B" SCHEDULED REPAIR
SERVICES**

Item No.	Description	Unit Price
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ 472.50 Per loop
2.	Replace Type A Detector Loop (5 or more loops)	\$ 420.00 Per loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ 472.50 Per loop
4.	Replace Type D Detector Loop (5 or more loops)	\$ 420.00 Per loop
5.	Replace Video Detection Unit	\$ 2,415.00 Per unit
6.	Vehicular LED Face Replacement	\$ 111.30 Per Face
7.	Pedestrian LED Face Replacement (Countdown)	\$ 194.25 Per Face
8.	Replace Pedestrian Push Button	\$ 147.00 Per Button

The PROPOSER shall provide prices for all of the items listed above. Failure to do so may be the grounds for rejection of the proposal.

The 10% bid bond shall be provided for the amount indicated for Items I, II, III, IV and V.

The final selection of the contractor will include but not limited to the proposed prices per year, per units for optional items, bidders qualifications, experience, references, and other relevant items to ensure the lowest qualified and responsive bid is selected that is in the best interest of the City.

EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime	Holiday/Sunday
Title: Traffic Signal Supervisor	\$ 120.75	\$ 147.00	\$173.25
Description: Oversees Signal Technicians			
Title: Engineering Technician	\$ 120.75	\$ 147.00	\$173.25
Description: Lead Technician Technical Support			
Title: Traffic Signal Technician	\$ 110.25	\$ 136.00	\$162.75
Description: Maintenance / Emergency Response			
Title: Traffic Signal Apprentice	\$ 63.00	\$ 84.00	\$ 99.75
Description: Maintenance / Emergency Response			
Title: Construction Foreman	\$ 115.50	\$ 141.75	\$168.00
Description: Oversees Large Projects			
Title: Groundsman	\$ 84.00	\$ 126.00	\$126.00
Description: Labor Level Work			
Title: N/A	\$	\$	
Description:			
Title: N/A	\$	\$	
Description:			

**EMERGENCY RESPONSE SERVICES
CONTINUED**

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as “N/A” to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

[illegible]

Any equipment not listed will be paid per current Caltrans equipment rates.

MATERIAL MARK-UP

Material mark-up will not exceed 15 % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

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CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO CA 90640

Send Remittance Instructions to:
ar.yunex-remits.us@siemens.com

INCO Terms: Free on board
ORIGIN

5,377.66

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YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

TS 4th St SB / Olympic SFS				
Date Completed: Wed, MAY/24/2023 15:00 Work Order #: 6100083542 Contract #: 2600072307 Description: TS 4TH ST SB / OLYMPIC SFS Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	
\$ 47.25				
TS Avenida La Merced EB / Las Flores SFS				
Date Completed: Wed, MAY/31/2023 14:45 Work Order #: 6100083505 Contract #: 2600072307 Description: TS AVENIDA LA MERCED EB / LAS FLORES SFS Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	
\$ 47.25				
007	TS Beverly / 18th			
Date Completed: Fri, MAY/19/2023 09:00 Work Order #: 6100083487 Contract #: 2600072307 Description: TS BEVERLY / 18TH Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	
\$ 59.59				
010	TS Beverly / 4th			
Date Completed: Thu, MAY/04/2023 14:00 Work Order #: 6100083485 Contract #: 2600072307 Description: TS BEVERLY / 4TH Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Thu, MAY/04/2023 13:30 Work Order #: 5004312014 Debit Memo Req. 3802103853 Purchase Order: Montebello Description: CK DET#N - SB SHORT GRN Response: FND SB DET'N INTERMITTENTLY COMING ON - T/S AND FND HAD TO CHECK LOOPS - FND LOOPS SPLICED IN AT SERIES PARALLEL - CUT OUT AND TESTED - FND 1 OF 4 LOOPS OPEN - RESPLICED REMAINING LOOPS AS NEEDED IN SERIES - RESET/RETUNED DET'R AMP AND FND OK - PLACED ATRED LOCK - ALSO CK'D OTHER DET'N AND FND EB ADV LOOPS SHOW OPEN - CK'D FIELD AND TESTED LOOPS AND FND OPS OK - MEGGED DLC AND FND GROUNDED -				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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FND HAD TO WRITE UP FOR NEW DLC - TEMP LEFT PHASE 2&6 ON MAX RECALL AND I/S IN FREE - OPS TEMP OK.#				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	5.000 H @ 110.25 per H		\$ 551.25	\$ 0.00
SERVICE BUCKET TRUCK	5.000 H @ 29.40 per H		\$ 147.00	\$ 0.00
SPLICE KIT	1 PC @ 25.20 per PC		\$ 25.20	\$ 0.00
Visit Total			\$ 723.45	\$ 0.00
Total			\$ 723.45	\$ 59.59
\$ 783.04				
001 TS Beverly / Bradshawe				
Date Completed: Fri, MAY/19/2023 12:30 Work Order #: 6100083486 Contract #: 2600072307				
Description: TS BEVERLY / BRADSHAWE				
Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Date Completed: Fri, MAY/19/2023 21:30 Work Order #: 5004312759 Debit Memo Req. 3802103825				
Description: 4 WAY FLASH				
Response: VERIFIED. OBSERVED INTERSECTION IN FLASH WITH CMU SHOWING WDT. PLACED IN CABINET FLASH. OBSERVED CONTROLLER DISPLAY SHOWING #BAD A#. OBSERVED OTHER INTERSECTIONS WEST OF LOCATION B/O. CHECKED VOLTAGE COMING INTO CABINET. OBSERVED 119 VAC. REPROGRAMMED COTROLLER. RESET INTERSECTION. WALKED AND MONITORED. OBSERVED NW W/B Y B/O. R/R WITH NEW 8# YELLOW LED. MONITORED OPS. W/W.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (OT)	2.500 H @ 136.00 per H		\$ 340.00	\$ 0.00
SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H		\$ 73.50	\$ 0.00
8" LED signal (Yel - Ball)	1 PC @ 111.30 per PC		\$ 111.30	\$ 0.00
Visit Total			\$ 524.80	\$ 0.00
Date Completed: Sat, MAY/13/2023 22:00 Work Order #: 5004312386 Debit Memo Req. 3802103866				
Purchase Order: Montebello				
Description: LOC IN FLASH				
Response: VERIFIED CONTROLLER SHOWS #BADA#-REINITIALIZED 170 CONTROLLER-REPROGRAMMED TIMING FROM CABINET TIMING SHEET-CHK#D OPS, CHK#D OK RESET, W/W.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (OT)	2.000 H @ 136.00 per H		\$ 272.00	\$ 0.00
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H		\$ 58.80	\$ 0.00
Visit Total			\$ 330.80	\$ 0.00

Traffic Signal Maintenance for CITY OF MONTEBELLO
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		Total	\$ 855.60	\$ 59.59	\$ 915.19
064 TS Beverly / Civic Center					
Date Completed: Fri, MAY/19/2023 08:30 Work Order #: 6100083478 Contract #: 2600072307 Description: TS BEVERLY / CIVIC CENTER Response: PMCK					
Item:		Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Sun, MAY/14/2023 10:30 Work Order #: 5004312399 Debit Memo Req. 3802103953 Purchase Order: Montebello Description: FLASH Response: CALL - I/S IN FLASH. FOUND WDT ERROR. CYCLED POWER TO CONTROLLER AND RESET I/S. OPS, WW.					
Item:		Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)		0.500 H @ 110.25 per H	\$ 55.13	\$ 0.00	
SERVICE BUCKET TRUCK		0.500 H @ 29.40 per H	\$ 14.70	\$ 0.00	
		Visit Total	\$ 69.83	\$ 0.00	
		Total	\$ 69.83	\$ 59.59	\$ 129.42
002 TS Beverly / Findlay					
Date Completed: Fri, MAY/19/2023 12:00 Work Order #: 6100083473 Contract #: 2600072307 Description: TS BEVERLY / FINDLAY Response: PMCK					
Item:		Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
003 TS Beverly / Garfield					
Date Completed: Wed, MAY/31/2023 09:30 Work Order #: 6100083471 Contract #: 2600072307 Description: TS BEVERLY / GARFIELD Response: PMCK					
Item:		Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Sat, MAY/27/2023 18:00 Work Order #: 5004313165 Debit Memo Req. 3802101800 Purchase Order: Montebello Description: CALL PD I/S FLASH Response: CALL I/S FLASH VERIFIED OBS CMU ON WDT ERROR CONTROLLER FROZE RESET CONTROLLER CHECK TIMING ALL OK RESET I/S ALL OPS W.W.					

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (OT)	2.000 H @ 136.00 per H	\$ 272.00	\$ 0.00	
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H	\$ 58.80	\$ 0.00	
Visit Total		\$ 330.80	\$ 0.00	
Total		\$ 330.80	\$ 59.59	\$ 390.39

004 TS Beverly / Hay				
Date Completed: Fri, MAY/19/2023 10:30 Work Order #: 6100082432 Contract #: 2600072307 Description: TS BEVERLY / HAY Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Fri, MAY/19/2023 11:30 Work Order #: 5004312749 Debit Memo Req. 3802103931 Purchase Order: Montebello Description: WB NWC GRN B/O Response: R/R WITH NEW 8 INCH GRN LED - HOOKED UP AND TESTED - W/W.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
8" LED signal (Grn - Ball)	1 PC @ 111.30 per PC	\$ 111.30	\$ 0.00	
Visit Total		\$ 111.30	\$ 0.00	
Total		\$ 111.30	\$ 59.59	\$ 170.89

008 TS Beverly / Maple				
Date Completed: Fri, MAY/19/2023 08:00 Work Order #: 6100082386 Contract #: 2600072307 Description: TS BEVERLY / MAPLE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

009 TS Beverly / Montebello				
Date Completed: Wed, MAY/17/2023 14:00 Work Order #: 6100082353 Contract #: 2600072307 Description: TS BEVERLY / MONTEBELLO Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

011 TS Beverly / Poplar				
Date Completed: Thu, MAY/04/2023 15:00 Work Order #: 6100082370 Contract #: 2600072307				

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Description: TS BEVERLY / POPLAR				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
042 TS Beverly / Rea				
Date Completed: Thu, MAY/04/2023 14:30 Work Order #: 6100082400 Contract #: 2600072307				
Description: TS BEVERLY / REA				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
049 TS Beverly / Sixth				
Date Completed: Fri, MAY/19/2023 06:30 Work Order #: 6100082334 Contract #: 2600072307				
Description: TS BEVERLY / SIXTH				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
061 TS Beverly / Taylor				
Date Completed: Fri, MAY/19/2023 07:30 Work Order #: 6100083480 Contract #: 2600072307				
Description: TS BEVERLY / TAYLOR				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
005 TS Beverly / Via Val Verde				
Date Completed: Fri, MAY/19/2023 10:00 Work Order #: 6100083479 Contract #: 2600072307				
Description: TS BEVERLY / VIA VAL VERDE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

Traffic Signal Maintenance for CITY OF MONTEBELLO
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006 TS Beverly / Wilcox				
Date Completed: Fri, MAY/19/2023 09:30		Work Order #: 6100083688 Contract #: 2600072307		
Description: TS BEVERLY / WILCOX				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
TS Bradshawe SB / Beverly SFS				
Date Completed: Fri, MAY/19/2023 13:00		Work Order #: 6100083685 Contract #: 2600072307		
Description: TS BRADSHAWE SB / BEVERLY SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
TS Bradshawe St NB / Repetto				
Date Completed: Fri, MAY/19/2023 14:00		Work Order #: 6100083682 Contract #: 2600072307		
Description: TS BRADSHAWE ST NB / REPETTO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC	\$ 0.00	\$ 52.50	
Visit Total		\$ 0.00	\$ 52.50	
Total		\$ 0.00	\$ 52.50	\$ 52.50
TS Bradshawe St SB / Via Corona				
Date Completed: Fri, MAY/19/2023 13:30		Work Order #: 6100083681 Contract #: 2600072307		
Description: TS BRADSHAWE ST SB / VIA CORONA				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC	\$ 0.00	\$ 52.50	
Visit Total		\$ 0.00	\$ 52.50	
Total		\$ 0.00	\$ 52.50	\$ 52.50
025 TS Garfield / Hay				
Date Completed: Wed, MAY/31/2023 10:00		Work Order #: 6100083657 Contract #: 2600072307		
Description: TS GARFIELD / HAY				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Total			\$ 0.00	\$ 59.59	\$ 59.59
TS Garfield / Madison Avenue					
Date Completed: Wed, MAY/31/2023 10:30				Work Order #: 6100083680 Contract #: 2600072307	
Description: TS GARFIELD / MADISON AVENUE					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
087 TS Garfield / Pomona					
Date Completed: Wed, MAY/24/2023 07:30				Work Order #: 6100083677 Contract #: 2600072307	
Description: TS GARFIELD / POMONA					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Date Completed: Wed, MAY/31/2023 09:00				Work Order #: 5004313316 Debit Memo Req. 3802103929	
Purchase Order: Montebello					
Description: CALL SWC GBO					
Response: CALL SWC GBO VERIFIED REPLACED WITH NEW 8 INCH GLED ALL W.W.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
8" LED signal (Grn - Ball)	1 PC @ 111.30 per PC		\$ 111.30	\$ 0.00	
Visit Total			\$ 111.30	\$ 0.00	
Total			\$ 111.30	\$ 59.59	\$ 170.89
TS Garfield / San Clemente					
Date Completed: Wed, MAY/24/2023 11:00				Work Order #: 6100083645 Contract #: 2600072307	
Description: TS GARFIELD / SAN CLEMENTE					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
036 TS Garfield / Via Acosta					
Date Completed: Wed, MAY/24/2023 12:00				Work Order #: 6100083639 Contract #: 2600072307	
Description: TS GARFIELD / VIA ACOSTA					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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	Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Wed, MAY/24/2023 13:00 Work Order #: 5004313120 Debit Memo Req. 3802101801 Purchase Order: Montebello Description: PHASE 2 PED RECALLING Response: FND TO BE BAD PPB AT NWC SB - R/R WITH NEW BLDG STYLE CAP/SWITCH - HOOKED UP AND TESTED - FND OPS W/W.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
Replace PPB (Polara Bulldog)	1 PC @ 147.00 per PC	\$ 147.00	\$ 0.00	
Visit Total		\$ 147.00	\$ 0.00	
Total		\$ 147.00	\$ 59.59	\$ 206.59
056 TS Garfield / Via Paseo				
Date Completed: Wed, MAY/24/2023 11:30 Work Order #: 6100083642 Contract #: 2600072307 Description: TS GARFIELD / VIA PASEO Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
TS Garfield SB / N/O Madison SFS				
Date Completed: Wed, MAY/24/2023 13:30 Work Order #: 6100082433 Contract #: 2600072307 Description: TS GARFIELD SB / N/O MADISON SFS Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
018 TS Greenwood / Beach				
Date Completed: Thu, MAY/25/2023 12:30 Work Order #: 6100083637 Contract #: 2600072307 Description: TS GREENWOOD / BEACH Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
017 TS Greenwood / Date				
Date Completed: Thu, MAY/25/2023 11:00 Work Order #: 6100083620 Contract #: 2600072307 Description: TS GREENWOOD / DATE Response: PMCK				
Item:	Qty and Unit Cost	Extra	Routine	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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		Charges	Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

035 TS Greenwood / Elm				
Date Completed: Thu, MAY/25/2023 08:00		Work Order #: 6100083626 Contract #: 2600072307		
Description: TS GREENWOOD / ELM				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

046 TS Greenwood / Mines				
Date Completed: Thu, MAY/25/2023 13:00		Work Order #: 6100083616 Contract #: 2600072307		
Description: TS GREENWOOD / MINES				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

062 TS Greenwood / Oakwood				
Date Completed: Thu, MAY/25/2023 10:30		Work Order #: 6100083630 Contract #: 2600072307		
Description: TS GREENWOOD / OAKWOOD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

030 TS Greenwood / Sycamore Connector				
Date Completed: Thu, MAY/25/2023 08:30		Work Order #: 6100083607 Contract #: 2600072307		
Description: TS GREENWOOD / SYCAMORE CONNECTOR				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

019 TS Greenwood / Union				
Date Completed: Thu, MAY/04/2023 09:30		Work Order #: 6100083602 Contract #: 2600072307		
Description: TS GREENWOOD / UNION				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Thu, MAY/04/2023 09:00 Work Order #: 5004312015 Debit Memo Req. 3802103934 Purchase Order: Montebello Description: FLASH Response: FND CMU SHOWS CONFLICT CH 2,4 & 5 - CONTROLLER AT 2 GRN - PLACED IN CAB FLASH AND CK'D OPS - HEAVY RAINS - FND ABLE TO RESET AND OPS SEEM OK - W/W.#				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
Visit Total		\$ 139.65	\$ 0.00	
Total		\$ 139.65	\$ 59.59	\$ 199.24
069 TS Greenwood School No. / (FL)				
Date Completed: Thu, MAY/25/2023 12:00 Work Order #: 6100083594 Contract #: 2600072307 Description: TS GREENWOOD SCHOOL NO. / (FL) Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
070 TS Greenwood School So. / (FL)				
Date Completed: Thu, MAY/25/2023 11:30 Work Order #: 6100083583 Contract #: 2600072307 Description: TS GREENWOOD SCHOOL SO. / (FL) Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
033 TS Hay / Wilcox				
Date Completed: Wed, MAY/31/2023 12:45 Work Order #: 6100083573 Contract #: 2600072307 Description: TS HAY / WILCOX Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

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Date Completed: Sat, MAY/13/2023 15:30 Work Order #: 5004312380 Debit Memo Req. 3802103957 Purchase Order: Montebello Description: FLASH Response: CALL - I/S IN FLASH. FOUND CONTROLLER STUCK ON 8888. CONTROLLER NOT CYCLING/RESETTING. HAD TO GO GRAB SPARE CONTROLLER AND IMPLEMENT TIMING TO CONTROLLER. RESET I/S. OPS, WW.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (OT)	4.000 H @ 136.00 per H	\$ 544.00	\$ 0.00	
SERVICE BUCKET TRUCK	4.000 H @ 29.40 per H	\$ 117.60	\$ 0.00	
	Visit Total	\$ 661.60	\$ 0.00	
	Total	\$ 661.60	\$ 59.59	\$ 721.19
060 TS Howard / Beverly				
Date Completed: Fri, MAY/19/2023 07:00 Work Order #: 6100083571 Contract #: 2600072307 Description: TS HOWARD / BEVERLY Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
	Total	\$ 0.00	\$ 59.59	\$ 59.59
028 TS Howard / Lincoln				
Date Completed: Wed, MAY/31/2023 11:30 Work Order #: 6100083582 Contract #: 2600072307 Description: TS HOWARD / LINCOLN Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
	Total	\$ 0.00	\$ 59.59	\$ 59.59
055 TS Lincoln / Maple				
Date Completed: Wed, MAY/31/2023 12:00 Work Order #: 6100083570 Contract #: 2600072307 Description: TS LINCOLN / MAPLE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Sun, MAY/14/2023 10:00 Work Order #: 5004312397 Debit Memo Req. 3802103865 Purchase Order: Montebello Description: FLASH Response: CALL - I/S IN RED FLASH. FOUND POWER WAS LOST TO I/S. CHECKED VILTAGE, GOOD. RESET I/S. OPS, WW.				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (PT)	1.000 H @ 162.75 per H	\$ 162.75	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
Visit Total		\$ 192.15	\$ 0.00

Date Completed: **Fri, MAY/19/2023 23:30** Work Order #: **5004312765** Debit Memo Req.
3802103930
Description: **4 WAY FLASH**
Response: **VERIFIED. OBSERVED INTERSECTION IN FLASH WITH CMU SHOWING POWER. PLACED IN CABINET FLASH. OBSERVED CONTROLLER IN STARTUP MODE. CHECKED VOLTAGE COMING INTO CABINET. OBSERVED 120 VAC. RESET CMU & THEN INTERSECTION. WALKED AND MONITORED. W/W.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (PT)	2.000 H @ 162.75 per H	\$ 325.50	\$ 0.00
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H	\$ 58.80	\$ 0.00
Visit Total		\$ 384.30	\$ 0.00

Total \$ 576.45 \$ 59.59 \$ 636.04

034 TS Lincoln / Poplar

Date Completed: **Wed, MAY/31/2023 11:15** Work Order #: **6100083566** Contract #: **2600072307**
Description: **TS LINCOLN / POPLAR**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Total \$ 0.00 \$ 59.59 \$ 59.59

065 TS Lincoln / Sanchez (FL)

Date Completed: **Wed, MAY/31/2023 14:20** Work Order #: **6100083585** Contract #: **2600072307**
Description: **TS LINCOLN / SANCHEZ (FL)**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25
Visit Total		\$ 0.00	\$ 47.25

Total \$ 0.00 \$ 47.25 \$ 47.25

TS Lincoln EB / Via Val Verde SFS

Date Completed: **Wed, MAY/31/2023 14:00** Work Order #: **6100083553** Contract #: **2600072307**
Description: **TS LINCOLN EB / VIA VAL VERDE SFS**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25
Visit Total		\$ 0.00	\$ 47.25

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Total		\$ 0.00	\$ 47.25	\$ 47.25
TS Lincoln WB / 18th St SFS				
Date Completed: Wed, MAY/31/2023 14:10		Work Order #: 6100083560		Contract #: 2600072307
Description: TS LINCOLN WB / 18TH ST SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
TS Lincoln WB / Donna Way SFS				
Date Completed: Wed, MAY/31/2023 13:45		Work Order #: 6100082705		Contract #: 2600072307
Description: TS LINCOLN WB / DONNA WAY SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
031 TS Montebello / Cleveland				
Date Completed: Wed, MAY/17/2023 15:00		Work Order #: 6100082687		Contract #: 2600072307
Description: TS MONTEBELLO / CLEVELAND				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
032 TS Montebello / Driveway #1				
Date Completed: Thu, MAY/11/2023 15:00		Work Order #: 6100082646		Contract #: 2600072307
Description: TS MONTEBELLO / DRIVEWAY #1				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
063 TS Montebello / Driveway #2				
Date Completed: Thu, MAY/11/2023 14:30		Work Order #: 6100082657		Contract #: 2600072307
Description: TS MONTEBELLO / DRIVEWAY #2				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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		Visit Total	\$ 0.00	\$ 59.59		
		Total	\$ 0.00	\$ 59.59	\$ 59.59	
026 TS Montebello / Jefferson						
Date Completed: Wed, MAY/17/2023 11:30 Work Order #: 6100082656 Contract #: 2600072307 Description: TS MONTEBELLO / JEFFERSON Response: PMCK						
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.		
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59		
Visit Total			\$ 0.00	\$ 59.59		
Date Completed: Wed, MAY/17/2023 12:00 Work Order #: 5004312739 Debit Memo Req. 3802103947 Purchase Order: Montebello Description: PHASE 4 RECALLING Response: FND HAD TO ADJUST ZONES AND REALINGED AS NEEDED - MONITORED AND OK.						
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.		
ELECTRICIAN (RT)	0.500 H @ 110.25 per H		\$ 55.13	\$ 0.00		
SERVICE BUCKET TRUCK	0.500 H @ 29.40 per H		\$ 14.70	\$ 0.00		
Visit Total			\$ 69.83	\$ 0.00		
Total			\$ 69.83	\$ 59.59		\$ 129.42
058 TS Montebello / La Merced						
Date Completed: Wed, MAY/17/2023 12:30 Work Order #: 6100082643 Contract #: 2600072307 Description: TS MONTEBELLO / LA MERCED Response: PMCK						
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.		
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59		
Visit Total			\$ 0.00	\$ 59.59		
Total			\$ 0.00	\$ 59.59		\$ 59.59
057 TS Montebello / Liberty						
Date Completed: Wed, MAY/17/2023 11:00 Work Order #: 6100082634 Contract #: 2600072307 Description: TS MONTEBELLO / LIBERTY Response: PMCK						
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.		
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59		
Visit Total			\$ 0.00	\$ 59.59		
Total			\$ 0.00	\$ 59.59		\$ 59.59
044 TS Montebello / Lincoln						
Date Completed: Wed, MAY/17/2023 13:00 Work Order #: 6100083684 Contract #: 2600072307 Description: TS MONTEBELLO / LINCOLN Response: PMCK						

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Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

059 TS Montebello / Madison

Date Completed: **Wed, MAY/17/2023 14:30** Work Order #: **6100083665** Contract #: **2600072307**
Description: **TS MONTEBELLO / MADISON**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

012 TS Montebello / Plaza Dr

Date Completed: **Wed, MAY/17/2023 10:00** Work Order #: **6100083655** Contract #: **2600072307**
Description: **TS MONTEBELLO / PLAZA DR**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

047 TS Montebello / Truck Way

Date Completed: **Thu, MAY/25/2023 13:30** Work Order #: **6100083651** Contract #: **2600072307**
Description: **TS MONTEBELLO / TRUCK WAY**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

027 TS Montebello / Victoria

Date Completed: **Wed, MAY/17/2023 13:30** Work Order #: **6100083638** Contract #: **2600072307**
Description: **TS MONTEBELLO / VICTORIA**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

066 TS Olympic / 4th Street (FL)

Date Completed: **Wed, MAY/24/2023 14:00** Work Order #: **6100083678** Contract #: **2600072307**

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Description: TS OLYMPIC / 4TH STREET (FL)				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
014 TS Olympic / Greenwood				
Date Completed: Wed, MAY/31/2023 12:30 Work Order #: 6100083649 Contract #: 2600072307				
Description: TS OLYMPIC / GREENWOOD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
015 TS Olympic / Maple				
Date Completed: Wed, MAY/31/2023 12:00 Work Order #: 6100083628 Contract #: 2600072307				
Description: TS OLYMPIC / MAPLE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
013 TS Olympic / Montebello				
Date Completed: Thu, MAY/25/2023 07:30 Work Order #: 6100083634 Contract #: 2600072307				
Description: TS OLYMPIC / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
016 TS Olympic / Vail				
Date Completed: Wed, MAY/31/2023 11:30 Work Order #: 6100083624 Contract #: 2600072307				
Description: TS OLYMPIC / VAIL				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

Traffic Signal Maintenance for CITY OF MONTEBELLO
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TS Olympic EB / 4th St SFS					
Date Completed: Wed, MAY/24/2023 14:30 Work Order #: 6100083617 Contract #: 2600072307 Description: TS OLYMPIC EB / 4TH ST SFS Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00		\$ 47.25
Visit Total			\$ 0.00		\$ 47.25
Total			\$ 0.00		\$ 47.25
048 TS Paramount / Montebello					
Date Completed: Wed, MAY/17/2023 10:30 Work Order #: 6100083622 Contract #: 2600072307 Description: TS PARAMOUNT / MONTEBELLO Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Total			\$ 0.00		\$ 59.59
041 TS Pomona / Findlay					
Date Completed: Wed, MAY/24/2023 08:00 Work Order #: 6100082599 Contract #: 2600072307 Description: TS POMONA / FINDLAY Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Total			\$ 0.00		\$ 59.59
TS Poplar NB / Lincoln SFS					
Date Completed: Wed, MAY/31/2023 14:30 Work Order #: 6100082590 Contract #: 2600072307 Description: TS POPLAR NB / LINCOLN SFS Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00		\$ 47.25
Visit Total			\$ 0.00		\$ 47.25
Total			\$ 0.00		\$ 47.25
TS Poplar SB / Avenida La Merced SFS					
Date Completed: Wed, MAY/31/2023 15:00 Work Order #: 6100082576 Contract #: 2600072307 Description: TS POPLAR SB / AVENIDA LA MERCED SFS Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00		\$ 47.25
Visit Total			\$ 0.00		\$ 47.25
Total			\$ 0.00		\$ 47.25

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Total			\$ 0.00	\$ 47.25	\$ 47.25
050 TS Slauson / Chapin					
Date Completed: Thu, MAY/25/2023 10:00			Work Order #: 6100082573 Contract #: 2600072307		
Description: TS SLAUSON / CHAPIN					
Response: PMCK - NEW CABINET FILTERS INSTALLED					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC		\$ 0.00	\$ 0.00	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
053 TS Telegraph / Greenwood					
Date Completed: Thu, MAY/25/2023 09:00			Work Order #: 6100082543 Contract #: 2600072307		
Description: TS TELEGRAPH / GREENWOOD					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
054 TS Telegraph / Slauson					
Date Completed: Thu, MAY/25/2023 09:30			Work Order #: 6100082550 Contract #: 2600072307		
Description: TS TELEGRAPH / SLAUSON					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
071 TS Vail Avenue / Flotilla Street					
Date Completed: Wed, MAY/31/2023 11:00			Work Order #: 6100082497 Contract #: 2600072307		
Description: TS VAIL AVENUE / FLOTILLA STREET					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
037 TS Via Campo / Findlay					
Date Completed: Wed, MAY/24/2023 08:30			Work Order #: 6100082491 Contract #: 2600072307		
Description: TS VIA CAMPO / FINDLAY					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

038 TS Via Campo / Garfield

Date Completed: **Wed, MAY/24/2023 09:00** Work Order #: **6100082486** Contract #: **2600072307**
Description: **TS VIA CAMPO / GARFIELD**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Wed, MAY/24/2023 10:30** Work Order #: **5004313117** Debit Memo Req.
3802103933
Purchase Order: **Montebello**
Description: **EB NEC GRN B/O**
Response: **R/R WITH NEW 12 INCH GRN BALL CLR - HOOKED UP AND TESTED AND FND W/W - ALSO FND HAD TO REPLACE YEL LAMP INDICATION AT SAME HEAD WITH NEW 12 INCH YEL BALL LED CLR - HOOKED AND FND OPS W/W - FND 1A POLE AT NEC LOOSE - SECURED WITH WASHERS AND NUTS - FND W/ - ALSO FND ON POLE AT SEC LOOSE - HAD TO SECURE AS NEEDED WITH NUTS - OPS CHECK TO BE OK - W/M W/W.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	0.500 H @ 110.25 per H	\$ 55.13	\$ 0.00
SERVICE BUCKET TRUCK	0.500 H @ 29.40 per H	\$ 14.70	\$ 0.00
"Replace 12"" Green Ball Led"	1 PC @ 111.30 per PC	\$ 111.30	\$ 0.00
"Replace 12"" Yellow Ball Led"	1 PC @ 111.30 per PC	\$ 111.30	\$ 0.00
Visit Total		\$ 292.43	\$ 0.00

Total \$ 292.43 \$ 59.59 \$ 352.02

020 TS Washington / Bluff

Date Completed: **Wed, MAY/31/2023 15:00** Work Order #: **6100082480** Contract #: **2600072307**
Description: **TS WASHINGTON / BLUFF**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Total \$ 0.00 \$ 59.59 \$ 59.59

022 TS Washington / Greenwood

Date Completed: **Wed, MAY/31/2023 14:30** Work Order #: **6100082928** Contract #: **2600072307**
Description: **TS WASHINGTON / GREENWOOD**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
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Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

023 TS Washington / Maple

Date Completed: **Wed, MAY/31/2023 13:30** Work Order #: **6100082939** Contract #: **2600072307**
Description: **TS WASHINGTON / MAPLE**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

021 TS Washington / Montebello

Date Completed: **Wed, MAY/31/2023 14:00** Work Order #: **6100082934** Contract #: **2600072307**
Description: **TS WASHINGTON / MONTEBELLO**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

024 TS Washington / Vail

Date Completed: **Wed, MAY/31/2023 13:00** Work Order #: **6100082941** Contract #: **2600072307**
Description: **TS WASHINGTON / VAIL**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

078 TS Whittier Blvd / 10th Street

Date Completed: **Tue, MAY/30/2023 09:30** Work Order #: **6100082842** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 10TH STREET**
Response: **PMCK - R&R CAB FILTER#S**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC	\$ 0.00	\$ 0.00	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

083 TS Whittier Blvd / 21st Street

Date Completed: **Tue, MAY/30/2023 13:00** Work Order #: **6100082837** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 21ST STREET**

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
074 TS Whittier Blvd / 2nd Street				
Date Completed: Tue, MAY/30/2023 07:30 Work Order #: 6100082899 Contract #: 2600072307				
Description: TS WHITTIER BLVD / 2ND STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
075 TS Whittier Blvd / 4th Street				
Date Completed: Tue, MAY/30/2023 08:00 Work Order #: 6100082840 Contract #: 2600072307				
Description: TS WHITTIER BLVD / 4TH STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC	\$ 0.00	\$ 0.00	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
076 TS Whittier Blvd / 5th Street				
Date Completed: Tue, MAY/30/2023 08:30 Work Order #: 6100082835 Contract #: 2600072307				
Description: TS WHITTIER BLVD / 5TH STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
073 TS Whittier Blvd / Bluff/1st Street				
Date Completed: Thu, MAY/11/2023 12:00 Work Order #: 6100082827 Contract #: 2600072307				
Description: TS WHITTIER BLVD / BLUFF/1ST STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Thu, MAY/11/2023 11:30 Work Order #: 5004312379 Debit Memo Req.				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

3802103840 Purchase Order: Montebello Description: SWC SIGNAL NOT PHASING PROPERLY Response: CKD ALL CYCLING AND FND OPS CYCLING OK PER CITING TIMING - FND SEC EB SIGNAL TURNED AND WITH DAMAGED VISORS AND B/P - FND ABLE TO ALIGN SIGNAL AND SECURED - REMOVED REMAINS OF DAMAGED VISORS 2 OF 3 - REPAIRED 3RD VISOR - INSTALLED 2 NEW 12# TUNNEL VISORSAND SECURED - ALIGNED ALL AS NEEDED AND FND OK - W/W.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	2.500 H @ 110.25 per H		\$ 275.63	\$ 0.00
SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H		\$ 73.50	\$ 0.00
12" tunnel visor	2 PC @ 30.43 per PC		\$ 60.86	\$ 0.00
Visit Total			\$ 409.99	\$ 0.00
Total			\$ 409.99	\$ 59.59
\$ 469.58				
081 TS Whittier Blvd / California Avenue				
Date Completed: Tue, MAY/30/2023 14:00 Work Order #: 6100082671 Contract #: 2600072307 Description: TS WHITTIER BLVD / CALIFORNIA AVENUE Response: PMCK - R&R CAB FILTER				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC		\$ 0.00	\$ 0.00
Visit Total			\$ 0.00	\$ 59.59
Total			\$ 0.00	\$ 59.59
\$ 59.59				
085 TS Whittier Blvd / Concourse				
Date Completed: Tue, MAY/30/2023 11:30 Work Order #: 6100082688 Contract #: 2600072307 Description: TS WHITTIER BLVD / CONCOURSE Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Total			\$ 0.00	\$ 59.59
\$ 59.59				
086 TS Whittier Blvd / Garfield				
Date Completed: Tue, MAY/30/2023 12:00 Work Order #: 6100082710 Contract #: 2600072307 Description: TS WHITTIER BLVD / GARFIELD Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Total			\$ 0.00	\$ 59.59
\$ 59.59				
080 TS Whittier Blvd / Maple Ave				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

Date Completed: Tue, MAY/30/2023 14:30 Work Order #: 6100082746 Contract #: 2600072307 Description: TS WHITTIER BLVD / MAPLE AVE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
077 TS Whittier Blvd / Montebello				
Date Completed: Tue, MAY/30/2023 09:00 Work Order #: 6100082669 Contract #: 2600072307 Description: TS WHITTIER BLVD / MONTEBELLO Response: PMCK - R&R CAB FILTER#S				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC	\$ 0.00	\$ 0.00	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Thu, MAY/18/2023 20:30 Work Order #: 5004312643 Debit Memo Req. 3802103952 Purchase Order: Montebello Description: SEC PED PB BROKEN Response: VERIFIED. OBSERVED SE N/B PPB NOT CALLING. T/S. OBSERVED DUE TO BAD CAP/SWITCH. R/R WITH NEW PPB ADA CAP/SWITCH. TESTED OPS. W/W. ALSO OBSERVED SE W/B PPB FRAMEWORK LOOSE. RESECURED TO POLE. W/W.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	0.500 H @ 110.25 per H	\$ 55.13	\$ 0.00	
ELECTRICIAN (OT)	4.000 H @ 136.00 per H	\$ 544.00	\$ 0.00	
SERVICE BUCKET TRUCK	4.500 H @ 29.40 per H	\$ 132.30	\$ 0.00	
ADA pedestrian push button	1 PC @ 147.00 per PC	\$ 147.00	\$ 0.00	
Visit Total		\$ 878.43	\$ 0.00	
Total		\$ 878.43	\$ 59.59	\$ 938.02
079 TS Whittier Blvd / Taylor Ave				
Date Completed: Tue, MAY/30/2023 15:00 Work Order #: 6100082609 Contract #: 2600072307 Description: TS WHITTIER BLVD / TAYLOR AVE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
082 TS Whittier Blvd / Vail				
Date Completed: Tue, MAY/30/2023 13:30 Work Order #: 6100082611 Contract #: 2600072307 Description: TS WHITTIER BLVD / VAIL				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

Response: PMCK - R&R CAB FILTER#S					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC		\$ 0.00	\$ 0.00	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
084 TS Whittier Blvd / Wilcox Avenue					
Date Completed: Tue, MAY/30/2023 12:30 Work Order #: 6100082601 Contract #: 2600072307 Description: TS WHITTIER BLVD / WILCOX AVENUE Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
067 TS Wilcox / Hay (FL)					
Date Completed: Wed, MAY/31/2023 13:15 Work Order #: 6100082589 Contract #: 2600072307 Description: TS WILCOX / HAY (FL) Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	\$ 47.25
043 TS Wilcox / Lincoln					
Date Completed: Wed, MAY/31/2023 12:15 Work Order #: 6100082564 Contract #: 2600072307 Description: TS WILCOX / LINCOLN Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
045 TS Wilcox / Madison					
Date Completed: Wed, MAY/31/2023 11:45 Work Order #: 6100082451 Contract #: 2600072307 Description: TS WILCOX / MADISON Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 05/01/2023 to 05/31/2023

052 TS Wilcox / Montebello Plaza				
Date Completed: Wed, MAY/31/2023 13:00 Work Order #: 6100082459 Contract #: 2600072307				
Description: TS WILCOX / MONTEBELLO PLAZA				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
051 TS Wilcox / Westmoreland				
Date Completed: Wed, MAY/31/2023 12:30 Work Order #: 6100082462 Contract #: 2600072307				
Description: TS WILCOX / WESTMORELAND				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
068 TS Wilcox / Westmoreland (FL)				
Date Completed: Wed, MAY/31/2023 13:30 Work Order #: 6100083531 Contract #: 2600072307				
Description: TS WILCOX / WESTMORELAND (FL)				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
		Extra Charges	Routine Maint.	Total
Report Total		\$ 5,377.66	\$ 5,568.61	\$ 10,946.27

	Locations Serviced
Total	97
Signalized Intersection	79
Flashing Beacon	6

Invoice

Cust PO No Montebello	Cust PO Date 06/30/2015	Quotation No	Invoice No 5620043481	Date 07/14/2023
Sales Order No 2600072307	Sales Ord Date 03/03/2014	Lock Box No 23433	Customer No 30464259	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Traffic Signal Response Call Outs for June 2023				13,183.41

Total Wt.:	0 KG	Currency: USD	Invoice Total:	13,183.41
Payment Terms: Net Due 30 Days			Net Due By: 08/13/2023	

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

CITY OF MONTEBELLO - Generic				
Date Completed: Wed, JUN/14/2023 15:00 Work Order #: 5004314174 Debit Memo Req. 3802104783 Purchase Order: Montebello Description: MONTEBELLO SHOPS S/H HANGING Response: CHECKED ALL SIGNALIZED LOCATIONS AROUND SHOPPE OF MONTEBELLO AND FND OPS ALL SEEM OK - NO SIGNALS HANGING.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H		\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H		\$ 29.40	\$ 0.00
Visit Total			\$ 139.65	\$ 0.00
Date Completed: Mon, JUN/19/2023 09:30 Work Order #: 5004314422 Debit Memo Req. 3802104796 Purchase Order: Montebello Description: UPDATE VOICE XING AT CAMPBELL PPBS Response: FOLLOWED UP TO CHECK AND UPDATE VOICE COMMANDS OF XING FOR PPBS ON CAMPBELL SYSTEM AS NEEDED - CKD OPS AND STARTED SETTING UP, FOUND HAD TO LEAVE AS IS AND WILL FOLLOW UP - OTHER CALL PENDING IN AREA.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	4.000 H @ 110.25 per H		\$ 441.00	\$ 0.00
SERVICE BUCKET TRUCK	4.000 H @ 29.40 per H		\$ 117.60	\$ 0.00
Visit Total			\$ 558.60	\$ 0.00
Total			\$ 698.25	\$ 0.00
TS 4th St SB / Olympic SFS				
Date Completed: Wed, JUN/28/2023 08:45 Work Order #: 6100086754 Contract #: 2600072307 Description: TS 4TH ST SB / OLYMPIC SFS Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25
Visit Total			\$ 0.00	\$ 47.25
Total			\$ 0.00	\$ 47.25
TS Avenida La Merced EB / Las Flores SFS				
Date Completed: Wed, JUN/21/2023 14:00 Work Order #: 6100086736 Contract #: 2600072307 Description: TS AVENIDA LA MERCED EB / LAS FLORES SFS Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25
Visit Total			\$ 0.00	\$ 47.25
Total			\$ 0.00	\$ 47.25

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

007 TS Beverly / 18th				
Date Completed: Wed, JUN/28/2023 12:30		Work Order #: 6100086750 Contract #: 2600072307		
Description: TS BEVERLY / 18TH				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
010 TS Beverly / 4th				
Date Completed: Wed, JUN/28/2023 08:00		Work Order #: 6100085055 Contract #: 2600072307		
Description: TS BEVERLY / 4TH				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
001 TS Beverly / Bradshawe				
Date Completed: Tue, JUN/27/2023 14:00		Work Order #: 6100085045 Contract #: 2600072307		
Description: TS BEVERLY / BRADSHAWE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
064 TS Beverly / Civic Center				
Date Completed: Wed, JUN/28/2023 12:00		Work Order #: 6100085023 Contract #: 2600072307		
Description: TS BEVERLY / CIVIC CENTER				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/27/2023 14:00		Work Order #: 5004315057 Debit Memo Req. 3802106067		
Purchase Order: Montebello				
Description: SEC & NWC ISNS ARE B/O				
Response: R/R 4-F96T12CW TUBES AT NWC & SEC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.500 H @ 110.25 per H	\$ 165.38	\$ 0.00	
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H	\$ 44.10	\$ 0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

ISNS Repair (Relamp - 8')	4 PC @ 15.53 per PC	\$ 62.12	\$ 0.00	
Visit Total		\$ 271.60	\$ 0.00	
Total		\$ 271.60	\$ 59.59	\$ 331.19

002 TS Beverly / Findlay

Date Completed: **Tue, JUN/27/2023 13:30** Work Order #: **6100085038** Contract #: **2600072307**
Description: **TS BEVERLY / FINDLAY**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

003 TS Beverly / Garfield

Date Completed: **Tue, JUN/27/2023 14:30** Work Order #: **6100085033** Contract #: **2600072307**
Description: **TS BEVERLY / GARFIELD**
Response: **PMCK - FOUND S/W/C-E/B ADV. GRN B/O.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

Date Completed: **Wed, JUN/21/2023 15:00** Work Order #: **5004314724** Debit Memo Req.
3802105001
Purchase Order: **Montebello**
Description: **ALL S/L#S ARE B/O**
Response: **T/S-FOUND NO POWER TO POLES DUE TO TEST BLOCK NUT IS LOOSE. SECURED NUT AND 3 S/L#ON WESTSIDE ARE WORKING. R/R 1-SINGLE FUSE HOLDER & 10AMPS FUSE AT NEC TYPE 15. R/R 1-400W HPS BULB AT NEC MAIN POLE AND NEED NEW 400W HPS FIXTURE FOR SEC DUE TO BAD BALLAS & R/R 1-10AMPS FUSE. WILL F/U ON THEM LATER. #**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.500 H @ 110.25 per H	\$ 275.63	\$ 0.00	
SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H	\$ 73.50	\$ 0.00	
REPLACE FUSE HOLDER	1 PC @ 65.60 per PC	\$ 65.60	\$ 0.00	
REPLACE FUSE	2 PC @ 10.00 per PC	\$ 20.00	\$ 0.00	
SL HPS 400W (H132)	1 PC @ 34.21 per PC	\$ 34.21	\$ 0.00	
Visit Total		\$ 468.94	\$ 0.00	

Date Completed: **Tue, JUN/27/2023 15:00** Work Order #: **5004314921** Debit Memo Req.
3802105994
Purchase Order: **Montebello**
Description: **B/O GRN LED**
Response: **CHANGED OUT S/W/C-E/B ADV. GRN W/NEW GRN LED BALL. OPS, WW.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

"Replace 12"" Green Ball Led"	1 PC @ 111.30 per PC	\$ 111.30	\$ 0.00	
Visit Total		\$ 111.30	\$ 0.00	
Total		\$ 580.24	\$ 59.59	\$ 639.83

004 TS Beverly / Hay				
Date Completed: Tue, JUN/27/2023 13:00		Work Order #: 6100085005 Contract #: 2600072307		
Description: TS BEVERLY / HAY				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

008 TS Beverly / Maple				
Date Completed: Wed, JUN/28/2023 11:30		Work Order #: 6100085004 Contract #: 2600072307		
Description: TS BEVERLY / MAPLE				
Response: PMCK - R&R CAB FILTER#S.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC	\$ 0.00	\$ 0.00	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/28/2023 09:30		Work Order #: 5004315069 Debit Memo Req. 3802106068		
Purchase Order: Montebello				
Description: SEC,NEC & SWC ISNS ARE B/O				
Response: R/R 6-F72T12CW TUBES AT NEC, SEC & SWC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.500 H @ 110.25 per H	\$ 275.63	\$ 0.00	
SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H	\$ 73.50	\$ 0.00	
ISNS Repair (Relamp - 6')	6 PC @ 13.32 per PC	\$ 79.92	\$ 0.00	
Visit Total		\$ 429.05	\$ 0.00	
Total		\$ 429.05	\$ 59.59	\$ 488.64

009 TS Beverly / Montebello				
Date Completed: Thu, JUN/29/2023 07:30		Work Order #: 6100084987 Contract #: 2600072307		
Description: TS BEVERLY / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Mon, JUN/26/2023 15:45		Work Order #: 5004315051 Debit Memo Req. 3802106062		
Purchase Order: Montebello				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Description: SWC ISNS B/O Response: R/R 2-F72T22CW TUBES & 1 SOCKET.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000	H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000	H @ 29.40 per H	\$ 29.40	\$ 0.00
ISNS Repair (Relamp - 6')	2	PC @ 13.32 per PC	\$ 26.64	\$ 0.00
SOCKET	1	PC @ 4.39 per PC	\$ 4.39	\$ 0.00
Visit Total			\$ 170.68	\$ 0.00
Total			\$ 170.68	\$ 59.59
011 TS Beverly / Poplar				
Date Completed: Wed, JUN/28/2023 08:30 Work Order #: 6100085022 Contract #: 2600072307 Description: TS BEVERLY / POPLAR Response: PMCK - R&R CAB FILTER. FOUND CALL STUCK ON DC ISO.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1	PC @ 59.59 per PC	\$ 0.00	\$ 59.59
CAB FILTER 12x16x1"	1.000	@ 0.00 per PC	\$ 0.00	\$ 0.00
Visit Total			\$ 0.00	\$ 59.59
Date Completed: Mon, JUN/26/2023 11:30 Work Order #: 5004315045 Debit Memo Req. 3802105995 Purchase Order: Montebello Description: NWC ISNS B/O Response: R/R1-DOUBLE BALLAST AT NWC ISNS.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.500	H @ 110.25 per H	\$ 165.38	\$ 0.00
SERVICE BUCKET TRUCK	1.500	H @ 29.40 per H	\$ 44.10	\$ 0.00
DOUBLE BALLAST	1	PC @ 65.49 per PC	\$ 65.49	\$ 0.00
Visit Total			\$ 274.97	\$ 0.00
Date Completed: Wed, JUN/28/2023 14:00 Work Order #: 5004314886 Debit Memo Req. 3802106053 Purchase Order: Montebello Description: NEC S/H B/O Response: CALL - FOUND N/E/C-N/B GRN LED B/O. CLOSED DOWN RIGHT LANE W/B AND CHANGED OUT GRN W/NEW GRN LED BALL. OPS, WW.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
"Replace 12"" Green Ball Led"	1	PC @ 111.30 per PC	\$ 111.30	\$ 0.00
Visit Total			\$ 111.30	\$ 0.00
Total			\$ 386.27	\$ 59.59
042 TS Beverly / Rea				
Date Completed: Wed, JUN/28/2023 07:30 Work Order #: 6100084976 Contract #: 2600072307 Description: TS BEVERLY / REA				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Date Completed: Mon, JUN/26/2023 13:00 Work Order #: 5004315046 Debit Memo Req. 3802105996 Purchase Order: Montebello Description: NEC & NWC ISNS & S/L ARE B/O Response: 1)R/R 1-200W HPS BULB AT NEC TYPE 15 POLE. #2) R/R 1-200W HPS BULB AT NWC TYPE 15 POLE. #3) R/R 2-F72T12CW TUBES AT NEC ISNS. #4) R/R 2-F72T12CW TUBES AT NWC ISNS.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.500 H @ 110.25 per H		\$ 165.38	\$ 0.00
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H		\$ 44.10	\$ 0.00
SL HPS 200W (H137)	2 PC @ 33.20 per PC		\$ 66.40	\$ 0.00
ISNS Repair (Relamp - 6')	4 PC @ 13.32 per PC		\$ 53.28	\$ 0.00
Visit Total			\$ 329.16	\$ 0.00
Total			\$ 329.16	\$ 59.59
				\$ 388.75
049 TS Beverly / Sixth				
Date Completed: Wed, JUN/28/2023 09:30 Work Order #: 6100084962 Contract #: 2600072307 Description: TS BEVERLY / SIXTH Response: PMCK - FOUND N/E/C-E/B PED MOD B/O.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Date Completed: Wed, JUN/28/2023 10:00 Work Order #: 5004314878 Debit Memo Req. 3802106052 Purchase Order: Montebello Description: B/O PED MOD Response: CHANGED OUT N/E/C-E/B PED MOD W/NEW PED MOD CNTDWN. OPS, WW.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
Countdown LED Pedestrian Module	1 PC @ 194.25 per PC		\$ 194.25	\$ 0.00
Visit Total			\$ 194.25	\$ 0.00
Total			\$ 194.25	\$ 59.59
				\$ 253.84
061 TS Beverly / Taylor				
Date Completed: Wed, JUN/28/2023 11:00 Work Order #: 6100084932 Contract #: 2600072307 Description: TS BEVERLY / TAYLOR Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.

Traffic Signal Maintenance for CITY OF MONTEBELLO
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TS Signalized Intersection (H001)		1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Mon, JUN/26/2023 17:30 Work Order #: 5004315052 Debit Memo Req. 3802106061					
Purchase Order: Montebello Description: NWC S/L B/O Response: R/R 1-200W HPS BULB AT NWC S/L. UNLOADED TRASH AT SHOP.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
ELECTRICIAN (OT)	2.000 H @ 136.00 per H		\$ 272.00	\$ 0.00	
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H		\$ 58.80	\$ 0.00	
		Visit Total	\$ 330.80	\$ 0.00	
		Total	\$ 330.80	\$ 59.59	\$ 390.39
005 TS Beverly / Via Val Verde					
Date Completed: Tue, JUN/27/2023 12:30 Work Order #: 6100084973 Contract #: 2600072307 Description: TS BEVERLY / VIA VAL VERDE Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
006 TS Beverly / Wilcox					
Date Completed: Wed, JUN/28/2023 14:30 Work Order #: 6100084927 Contract #: 2600072307 Description: TS BEVERLY / WILCOX Response: PMCK - FOUND S/B O/H LT RED LED B/O.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/28/2023 15:00 Work Order #: 5004314900 Debit Memo Req. 3802106058 Purchase Order: Montebello Description: S/B O/H LT RED LED B/O Response: CLOSED DOWN N/B LT LANE AND THEN CHANGED OUT S/B O/H LT RED W/NEW RED LED BALL. OPS, WW.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
"Replace 12"" Red Ball Led"	1 PC @ 111.30 per PC		\$ 111.30	\$ 0.00	
		Visit Total	\$ 111.30	\$ 0.00	
		Total	\$ 111.30	\$ 59.59	\$ 170.89
TS Bradshawe SB / Beverly SFS					
Date Completed: Wed, JUN/28/2023 07:15 Work Order #: 6100085100 Contract #: 2600072307 Description: TS BRADSHAWE SB / BEVERLY SFS					

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	
Total					\$ 47.25
TS Bradshawe St NB / Repetto					
Date Completed: Wed, JUN/28/2023 07:45 Work Order #: 6100086787 Contract #: 2600072307					
Description: TS BRADSHAWE ST NB / REPETTO					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC		\$ 0.00	\$ 52.50	
Visit Total			\$ 0.00	\$ 52.50	
Total			\$ 0.00	\$ 52.50	
Total					\$ 52.50
TS Bradshawe St SB / Via Corona					
Date Completed: Wed, JUN/28/2023 07:30 Work Order #: 6100084928 Contract #: 2600072307					
Description: TS BRADSHAWE ST SB / VIA CORONA					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC		\$ 0.00	\$ 52.50	
Visit Total			\$ 0.00	\$ 52.50	
Total			\$ 0.00	\$ 52.50	
Total					\$ 52.50
025 TS Garfield / Hay					
Date Completed: Thu, JUN/29/2023 09:00 Work Order #: 6100084918 Contract #: 2600072307					
Description: TS GARFIELD / HAY					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/21/2023 12:45 Work Order #: 5004314723 Debit Memo Req. 3802105147					
Purchase Order: Montebello					
Description: ALL S/L#S ARE D/B					
Response: T/S-FOUND CITY PAINTED OVER PEC EYE. REMOVED PAINT AND NOW NO MORE DAYBURNING.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H		\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H		\$ 29.40	\$ 0.00	
Visit Total			\$ 139.65	\$ 0.00	
Total			\$ 139.65	\$ 59.59	
Total					\$ 199.24

Traffic Signal Maintenance for CITY OF MONTEBELLO
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TS Garfield / Madison Avenue					
Date Completed: Thu, JUN/29/2023 09:30 Work Order #: 6100084921 Contract #: 2600072307 Description: TS GARFIELD / MADISON AVENUE Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Date Completed: Tue, JUN/13/2023 09:45 Work Order #: 5004314317 Debit Memo Req. 3802104852 Purchase Order: Montebello Description: SEC ISNS B/O Response: R/R 2-F72T12CW TUBES AT SEC ISNS.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.500 H @ 110.25 per H		\$ 165.38	\$ 0.00	
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H		\$ 44.10	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC		\$ 26.64	\$ 0.00	
Visit Total			\$ 236.12	\$ 0.00	
Total			\$ 236.12	\$ 59.59	
				\$ 295.71	
087 TS Garfield / Pomona					
Date Completed: Thu, JUN/29/2023 07:15 Work Order #: 6100084930 Contract #: 2600072307 Description: TS GARFIELD / POMONA Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Total			\$ 0.00		\$ 59.59
				\$ 59.59	
TS Garfield / San Clemente					
Date Completed: Thu, JUN/29/2023 08:15 Work Order #: 6100084902 Contract #: 2600072307 Description: TS GARFIELD / SAN CLEMENTE Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Date Completed: Tue, JUN/13/2023 12:00 Work Order #: 5004314321 Debit Memo Req. 3802104854 Purchase Order: Montebello Description: NWC S/L B/O Response: R/R 1-10AMPS FUSE AT NWC S/L.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
REPLACE FUSE	1 PC @ 10.00 per PC	\$ 10.00	\$ 0.00	
Visit Total		\$ 149.65	\$ 0.00	
Total		\$ 149.65	\$ 59.59	\$ 209.24

036 TS Garfield / Via Acosta

Date Completed: **Thu, JUN/29/2023 08:45** Work Order #: **6100084890** Contract #: **2600072307**
Description: **TS GARFIELD / VIA ACOSTA**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Tue, JUN/13/2023 10:30** Work Order #: **5004314318** Debit Memo Req.
3802104853
Purchase Order: **Montebello**
Description: **SWC ISNS B/O**
Response: **R/R 1 5AMPS GLASS FUSE AT SWC ISNS.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
REPLACE FUSE	1 PC @ 10.00 per PC	\$ 10.00	\$ 0.00
Visit Total		\$ 149.65	\$ 0.00
Total		\$ 149.65	\$ 59.59

056 TS Garfield / Via Paseo

Date Completed: **Thu, JUN/29/2023 08:30** Work Order #: **6100084852** Contract #: **2600072307**
Description: **TS GARFIELD / VIA PASEO**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Tue, JUN/13/2023 11:15** Work Order #: **5004314319** Debit Memo Req.
3802104843
Purchase Order: **Montebello**
Description: **SWC S/L B/O**
Response: **R/R 1-200W HPS BULB AT SWC S/L.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
SL HPS 200W (H137)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00
Visit Total		\$ 172.85	\$ 0.00

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Total			\$ 172.85	\$ 59.59	\$ 232.44
TS Garfield SB / N/O Madison SFS					
Date Completed: Wed, JUN/28/2023 08:00				Work Order #: 6100084876 Contract #: 2600072307	
Description: TS GARFIELD SB / N/O MADISON SFS					
Response: PMCK					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
TS Speed Feedback Sign	1 PC @ 47.25 per PC			\$ 0.00	\$ 47.25
Visit Total				\$ 0.00	\$ 47.25
Total				\$ 0.00	\$ 47.25
\$ 47.25					
018 TS Greenwood / Beach					
Date Completed: Mon, JUN/19/2023 08:00				Work Order #: 6100084865 Contract #: 2600072307	
Description: TS GREENWOOD / BEACH					
Response: PMCK					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC			\$ 0.00	\$ 59.59
Visit Total				\$ 0.00	\$ 59.59
Total				\$ 0.00	\$ 59.59
\$ 59.59					
017 TS Greenwood / Date					
Date Completed: Wed, JUN/21/2023 08:00				Work Order #: 6100084851 Contract #: 2600072307	
Description: TS GREENWOOD / DATE					
Response: PMCK					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC			\$ 0.00	\$ 59.59
Visit Total				\$ 0.00	\$ 59.59
Total				\$ 0.00	\$ 59.59
\$ 59.59					
035 TS Greenwood / Elm					
Date Completed: Tue, JUN/20/2023 15:00				Work Order #: 6100084850 Contract #: 2600072307	
Description: TS GREENWOOD / ELM					
Response: PMCK					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC			\$ 0.00	\$ 59.59
Visit Total				\$ 0.00	\$ 59.59
Date Completed: Fri, JUN/23/2023 10:30				Work Order #: 5004314736 Debit Memo Req. 3802105352	
Purchase Order: Montebello					
Description: NEC ISNS DIM					
Response: R/R 2-F72T12CW TUBES AT NEC ISNS.					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H			\$ 110.25	\$ 0.00

Traffic Signal Maintenance for CITY OF MONTEBELLO
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SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00	
Visit Total		\$ 166.29	\$ 0.00	
Total		\$ 166.29	\$ 59.59	\$ 225.88

046 TS Greenwood / Mines					
Date Completed: Mon, JUN/19/2023 07:30				Work Order #: 6100084860	Contract #: 2600072307
Description: TS GREENWOOD / MINES					
Response: PMCK					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC			\$ 0.00	\$ 59.59
Visit Total				\$ 0.00	\$ 59.59
Total				\$ 0.00	\$ 59.59
					\$ 59.59

062 TS Greenwood / Oakwood					
Date Completed: Wed, JUN/21/2023 07:30 Work Order #: 6100084848 Contract #: 2600072307 Description: TS GREENWOOD / OAKWOOD Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00		\$ 59.59
Total			\$ 0.00		\$ 59.59
				\$ 59.59	

030 TS Greenwood / Sycamore Connector					
Date Completed: Tue, JUN/20/2023 14:30 Work Order #: 6100084856 Contract #: 2600072307					
Description: TS GREENWOOD / SYCAMORE CONNECTOR					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges		Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00		\$ 59.59
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
			\$ 0.00	\$ 59.59	

019 TS Greenwood / Union					
Date Completed: Tue, JUN/20/2023 14:00				Work Order #: 6100086430	Contract #: 2600072307
Description: TS GREENWOOD / UNION					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
				\$ 59.59	

069 TS Greenwood School No. / (FL)			
Date Completed: Wed, JUN/28/2023 09:30		Work Order #: 6100084854	Contract #: 2600072307
Description: TS GREENWOOD SCHOOL NO. / (FL)			

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
070 TS Greenwood School So. / (FL)				
Date Completed: Wed, JUN/28/2023 09:00 Work Order #: 6100084845 Contract #: 2600072307				
Description: TS GREENWOOD SCHOOL SO. / (FL)				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
033 TS Hay / Wilcox				
Date Completed: Fri, JUN/30/2023 15:45 Work Order #: 6100086437 Contract #: 2600072307				
Description: TS HAY / WILCOX				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
060 TS Howard / Beverly				
Date Completed: Wed, JUN/28/2023 10:30 Work Order #: 6100086372 Contract #: 2600072307				
Description: TS HOWARD / BEVERLY				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/27/2023 15:00 Work Order #: 5004315059 Debit Memo Req. 3802106072				
Purchase Order: Montebello				
Description: NWC ISNS & NEC S/L ARE B/O				
Response: R/R 2-F72T22CW TUBES AT NWC ISNS.#R/R 1-150W HPS BULB AT NWC S/L.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
SL HPS 150W (H133)	1 PC @ 50.91 per PC	\$ 50.91	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00	
Visit Total		\$ 217.20	\$ 0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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		Total	\$ 217.20	\$ 59.59	\$ 276.79
028 TS Howard / Lincoln					
Date Completed: Mon, JUN/26/2023 10:30		Work Order #: 6100086280 Contract #: 2600072307			
Description: TS HOWARD / LINCOLN					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
055 TS Lincoln / Maple					
Date Completed: Mon, JUN/26/2023 11:00		Work Order #: 6100086377 Contract #: 2600072307			
Description: TS LINCOLN / MAPLE					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
034 TS Lincoln / Poplar					
Date Completed: Wed, JUN/14/2023 11:00		Work Order #: 6100086274 Contract #: 2600072307			
Description: TS LINCOLN / POPLAR					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/14/2023 10:30		Work Order #: 5004314185 Debit Memo Req. 3802104790			
Purchase Order: Montebello					
Description: CHECK PED TIMING FOR INTERSECTION					
Response: MET WITH CITY AND ASKED TO INCREASE PED D/W TIMES AT ALL PHASES AS NEEDED PER STANDARD SPECS - IMPLEMENTED AND SIGNED OFF AS NEEDED AND FND OPS W/W OK.					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H		\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H		\$ 29.40	\$ 0.00	
Visit Total			\$ 139.65	\$ 0.00	
Total			\$ 139.65	\$ 59.59	\$ 199.24
065 TS Lincoln / Sanchez (FL)					
Date Completed: Mon, JUN/26/2023 12:30		Work Order #: 6100086341 Contract #: 2600072307			
Description: TS LINCOLN / SANCHEZ (FL)					
Response: PMCK					

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

TS Lincoln EB / Via Val Verde SFS

Date Completed: **Mon, JUN/26/2023 14:00** Work Order #: **6100086335** Contract #: **2600072307**
Description: **TS LINCOLN EB / VIA VAL VERDE SFS**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

TS Lincoln WB / 18th St SFS

Date Completed: **Mon, JUN/26/2023 13:00** Work Order #: **6100086328** Contract #: **2600072307**
Description: **TS LINCOLN WB / 18TH ST SFS**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

TS Lincoln WB / Donna Way SFS

Date Completed: **Mon, JUN/26/2023 13:30** Work Order #: **6100086255** Contract #: **2600072307**
Description: **TS LINCOLN WB / DONNA WAY SFS**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

031 TS Montebello / Cleveland

Date Completed: **Thu, JUN/29/2023 10:00** Work Order #: **6100086302** Contract #: **2600072307**
Description: **TS MONTEBELLO / CLEVELAND**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

Date Completed: **Sun, JUN/11/2023 17:00** Work Order #: **5004313993** Debit Memo Req.
3802104831
Purchase Order: **Montebello**
Description: **FLASH**

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Response: FND CMU SHOWS CONFLICT CH7 AND CONTROLLER SHOWS BADA - PLACED IN CAB FLASH AND CKD OPS - FND HAD TO REINITIALIZE AND PROGRAM CONTROLLER PER CITY TIMING SHEET - RESET OPS AND FND ALL IS WORKING PROPERLY - OPS OK.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (PT)	3.000 H @ 162.75 per H	\$ 488.25	\$ 0.00	
SERVICE BUCKET TRUCK	3.000 H @ 29.40 per H	\$ 88.20	\$ 0.00	
Visit Total		\$ 576.45	\$ 0.00	
Total		\$ 576.45	\$ 59.59	\$ 636.04
032 TS Montebello / Driveway #1				
Date Completed: Wed, JUN/14/2023 09:00 Work Order #: 6100086244 Contract #: 2600072307 Description: TS MONTEBELLO / DRIVEWAY #1 Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/14/2023 14:00 Work Order #: 5004314184 Debit Memo Req. 3802104784 Purchase Order: Montebello Description: PPB MISSING SWC EB Response: CHECKED OPS FND HAD TO FOLLOW UP - MEETING PENDING IN CITY.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	3.500 H @ 110.25 per H	\$ 385.88	\$ 0.00	
SERVICE BUCKET TRUCK	3.500 H @ 29.40 per H	\$ 102.90	\$ 0.00	
Visit Total		\$ 488.78	\$ 0.00	
Date Completed: Wed, JUN/21/2023 09:00 Work Order #: 5004314622 Debit Memo Req. 3802105108 Purchase Order: Montebello Description: CAMPBELL PPB SET UP WITH NEEDED VOICE Response: SET UP AND PROGRAMED ALL PPBS AS NEEDED WITH CORRESPONDING VOICE RESPONSE - OPS CHECK OK.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.000 H @ 110.25 per H	\$ 220.50	\$ 0.00	
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H	\$ 58.80	\$ 0.00	
Visit Total		\$ 279.30	\$ 0.00	
Total		\$ 768.08	\$ 59.59	\$ 827.67
063 TS Montebello / Driveway #2				
Date Completed: Wed, JUN/14/2023 08:30 Work Order #: 6100086293 Contract #: 2600072307 Description: TS MONTEBELLO / DRIVEWAY #2 Response: PMCK				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

026 TS Montebello / Jefferson

Date Completed: **Fri, JUN/16/2023 08:00** Work Order #: **6100086251** Contract #: **2600072307**
Description: **TS MONTEBELLO / JEFFERSON**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

Date Completed: **Mon, JUN/26/2023 14:00** Work Order #: **5004315047** Debit Memo Req.
3802106059
Purchase Order: **Montebello**
Description: **SWC ISNS B/O**
Response: **T/S-FOUND NO POWER TO ISNS. TRACED WIRES TO P/B AND FOUND WIRE HAD POWER AT P/B BUT NOT AT H/H/C. PULLED ON WIRE AND IT IS BROKEN. WILL F/U TO REPLACE WIRES LATER.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
Visit Total		\$ 139.65	\$ 0.00	
Total		\$ 139.65	\$ 59.59	\$ 199.24

058 TS Montebello / La Merced

Date Completed: **Thu, JUN/15/2023 13:30** Work Order #: **6100086232** Contract #: **2600072307**
Description: **TS MONTEBELLO / LA MERCED**
Response: **PMCK - R&R CAB FILTER#S**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
CAB FILTER 12x16x1"	1.000 @ 0.00 per PC	\$ 0.00	\$ 0.00	
Visit Total		\$ 0.00	\$ 59.59	

Date Completed: **Thu, JUN/15/2023 13:00** Work Order #: **5004314219** Debit Memo Req.
3802104848
Purchase Order: **Montebello**
Description: **I/S B/O**
Response: **CALL - I/S B/O. COULD NOT VERIFY CALL. OPS, WW.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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	Visit Total	\$ 139.65	\$ 0.00	
Date Completed: Mon, JUN/26/2023 15:00 Work Order #: 5004315048 Debit Memo Req. 3802106060 Purchase Order: Montebello Description: NEC ISNS B/O Response: R/R 3-F72T12CW TUBES, 1-DOUBLE BALLAST & .5-5AMPS GLASS FUSES AT NEC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
ISNS Repair (Relamp - 6')	3 PC @ 13.32 per PC	\$ 39.96	\$ 0.00	
DOUBLE BALLAST	1 PC @ 65.49 per PC	\$ 65.49	\$ 0.00	
REPLACE FUSE	1 PC @ 10.00 per PC	\$ 10.00	\$ 0.00	
Visit Total		\$ 255.10	\$ 0.00	
Total		\$ 394.75	\$ 59.59	\$ 454.34
057 TS Montebello / Liberty				
Date Completed: Fri, JUN/16/2023 07:30 Work Order #: 6100086191 Contract #: 2600072307 Description: TS MONTEBELLO / LIBERTY Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
044 TS Montebello / Lincoln				
Date Completed: Fri, JUN/16/2023 08:30 Work Order #: 6100086198 Contract #: 2600072307 Description: TS MONTEBELLO / LINCOLN Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
059 TS Montebello / Madison				
Date Completed: Fri, JUN/30/2023 14:20 Work Order #: 6100086192 Contract #: 2600072307 Description: TS MONTEBELLO / MADISON Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
012 TS Montebello / Plaza Dr				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Date Completed: Wed, JUN/14/2023 07:30 Work Order #: 6100086193 Contract #: 2600072307 Description: TS MONTEBELLO / PLAZA DR Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
047 TS Montebello / Truck Way				
Date Completed: Thu, JUN/29/2023 14:00 Work Order #: 6100086268 Contract #: 2600072307 Description: TS MONTEBELLO / TRUCK WAY Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
027 TS Montebello / Victoria				
Date Completed: Fri, JUN/16/2023 09:00 Work Order #: 6100086332 Contract #: 2600072307 Description: TS MONTEBELLO / VICTORIA Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/28/2023 10:15 Work Order #: 5004315070 Debit Memo Req. 3802106073 Purchase Order: Montebello Description: NEC ISNS B/SO Response: INSTALLED FUSE HOLDER & 1-5AMPS GLASS FUSE. CHK OPS AND W/W.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
REPLACE FUSE HOLDER	1 PC @ 65.60 per PC	\$ 65.60	\$ 0.00	
REPLACE FUSE	1 PC @ 10.00 per PC	\$ 10.00	\$ 0.00	
Visit Total		\$ 215.25	\$ 0.00	
Total		\$ 215.25	\$ 59.59	\$ 274.84
066 TS Olympic / 4th Street (FL)				
Date Completed: Wed, JUN/28/2023 08:30 Work Order #: 6100086228 Contract #: 2600072307 Description: TS OLYMPIC / 4TH STREET (FL) Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	

Traffic Signal Maintenance for CITY OF MONTEBELLO
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TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

014 TS Olympic / Greenwood				
Date Completed: Fri, JUN/30/2023 14:40 Work Order #: 6100086246 Contract #: 2600072307 Description: TS OLYMPIC / GREENWOOD Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/06/2023 14:30 Work Order #: 5004313678 Debit Memo Req. 3802104847 Purchase Order: Montebello Description: S/H HIT & TURNED Response: VERIFIED. OBSERVED SE S/B VEHICLE AND PED SIGNAL HEAD HIT & TURNED. REALIGNED AND RESECURED. REPAIRED GREEN & YELLOW VISORS AS NEEDED. MONITORED OPS. W/W.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	3.000 H @ 110.25 per H	\$ 330.75	\$ 0.00	
SERVICE BUCKET TRUCK	3.000 H @ 29.40 per H	\$ 88.20	\$ 0.00	
Visit Total		\$ 418.95	\$ 0.00	
Total		\$ 418.95	\$ 59.59	\$ 478.54

015 TS Olympic / Maple				
Date Completed: Fri, JUN/30/2023 15:00 Work Order #: 6100086254 Contract #: 2600072307 Description: TS OLYMPIC / MAPLE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Fri, JUN/23/2023 12:00 Work Order #: 5004314738 Debit Memo Req. 3802105354 Purchase Order: Montebello Description: SEC ISNS B/O Response: R/R 2-F72T12CW TUBES AT SEC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00	
Visit Total		\$ 166.29	\$ 0.00	
Total		\$ 166.29	\$ 59.59	\$ 225.88

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

013 TS Olympic / Montebello				
Date Completed: Thu, JUN/29/2023 14:30 Work Order #: 6100086820 Contract #: 2600072307 Description: TS OLYMPIC / MONTEBELLO Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Fri, JUN/23/2023 11:15 Work Order #: 5004314737 Debit Memo Req. 3802105360 Purchase Order: Montebello Description: NWC S/L B/O Response: R/R 1-200W HPS BULB AT NWC S/L.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
SL HPS 200W (H137)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00	
Visit Total		\$ 172.85	\$ 0.00	
Total		\$ 172.85	\$ 59.59	\$ 232.44
016 TS Olympic / Vail				
Date Completed: Fri, JUN/30/2023 15:15 Work Order #: 6100086172 Contract #: 2600072307 Description: TS OLYMPIC / VAIL Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/21/2023 11:15 Work Order #: 5004314721 Debit Memo Req. 3802104930 Purchase Order: Montebello Description: ALL S/L#S ARE B/O Response: T/S-FOUND NO POWER TO POLES. TRACED BACK TO SERVICE AND FOUND 2 POLES 30 AMPS BREAKER TRIPPED. RESET BREAKER AND TESTED ALL S/L AND THEY ARE WORKING OK.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.500 H @ 110.25 per H	\$ 165.38	\$ 0.00	
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H	\$ 44.10	\$ 0.00	
Visit Total		\$ 209.48	\$ 0.00	
Total		\$ 209.48	\$ 59.59	\$ 269.07
TS Olympic EB / 4th St SFS				
Date Completed: Wed, JUN/28/2023 08:15 Work Order #: 6100086158 Contract #: 2600072307 Description: TS OLYMPIC EB / 4TH ST SFS				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
048 TS Paramount / Montebello				
Date Completed: Wed, JUN/14/2023 08:00 Work Order #: 6100086831 Contract #: 2600072307				
Description: TS PARAMOUNT / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
041 TS Pomona / Findlay				
Date Completed: Thu, JUN/29/2023 07:30 Work Order #: 6100086170 Contract #: 2600072307				
Description: TS POMONA / FINDLAY				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
TS Poplar NB / Lincoln SFS				
Date Completed: Wed, JUN/21/2023 15:00 Work Order #: 6100086818 Contract #: 2600072307				
Description: TS POPLAR NB / LINCOLN SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
TS Poplar SB / Avenida La Merced SFS				
Date Completed: Wed, JUN/21/2023 14:30 Work Order #: 6100086816 Contract #: 2600072307				
Description: TS POPLAR SB / AVENIDA LA MERCED SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
050 TS Slauson / Chapin				

Traffic Signal Maintenance for CITY OF MONTEBELLO
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Date Completed: Mon, JUN/26/2023 10:40 Work Order #: 6100086811 Contract #: 2600072307 Description: TS SLAUSON / CHAPIN Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Fri, JUN/23/2023 09:00 Work Order #: 5004314734 Debit Memo Req. 3802105306 Purchase Order: Montebello Description: NWC ISNS B/O Response: LOADED UP MATERIALS AT SHOP. T/S-FOUND BAD F72T12CW/HO TUBES. WILL F/U LATER WITH NEW TUBES.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.500 H @ 110.25 per H	\$ 275.63	\$ 0.00	
SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H	\$ 73.50	\$ 0.00	
Visit Total		\$ 349.13	\$ 0.00	
Total		\$ 349.13	\$ 59.59	\$ 408.72
053 TS Telegraph / Greenwood				
Date Completed: Tue, JUN/20/2023 13:30 Work Order #: 6100086206 Contract #: 2600072307 Description: TS TELEGRAPH / GREENWOOD Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
054 TS Telegraph / Slauson				
Date Completed: Mon, JUN/26/2023 11:00 Work Order #: 6100086291 Contract #: 2600072307 Description: TS TELEGRAPH / SLAUSON Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Fri, JUN/23/2023 09:45 Work Order #: 5004314735 Debit Memo Req. 3802100635 Purchase Order: Montebello Description: SWC ISNS B/O Response: T/S-FOUND MISSING WIRES INSIDE POLE. WILL F/U LATER WITH NEW WIRES FROM H/H/C TO LB CONDUIT.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
Visit Total		\$ 139.65	\$ 0.00	
Total		\$ 139.65	\$ 59.59	\$ 199.24

071 TS Vail Avenue / Flotilla Street				
Date Completed: Fri, JUN/30/2023 15:30 Work Order #: 6100086175 Contract #: 2600072307				
Description: TS VAIL AVENUE / FLOTILLA STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

037 TS Via Campo / Findlay				
Date Completed: Thu, JUN/29/2023 07:45 Work Order #: 6100086184 Contract #: 2600072307				
Description: TS VIA CAMPO / FINDLAY				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

038 TS Via Campo / Garfield				
Date Completed: Thu, JUN/29/2023 08:00 Work Order #: 6100086808 Contract #: 2600072307				
Description: TS VIA CAMPO / GARFIELD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

020 TS Washington / Bluff				
Date Completed: Mon, JUN/26/2023 12:00 Work Order #: 6100086806 Contract #: 2600072307				
Description: TS WASHINGTON / BLUFF				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

022 TS Washington / Greenwood				
Date Completed: Wed, JUN/21/2023 08:30 Work Order #: 6100086805 Contract #: 2600072307				
Description: TS WASHINGTON / GREENWOOD				
Response: PMCK				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Wed, JUN/21/2023 09:45** Work Order #: **5004314218** Debit Memo Req.
3802105041
Purchase Order: **Montebello**
Description: **S/L DAYBURN**
Response: **R/R 1 PEC AT SEC S/L.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
REPL PHOTOCCELL	1 PC @ 14.01 per PC	\$ 14.01	\$ 0.00
Visit Total		\$ 153.66	\$ 0.00

Date Completed: **Wed, JUN/28/2023 11:00** Work Order #: **5004315071** Debit Memo Req.
3802106074
Purchase Order: **Montebello**
Description: **NEC ISNS B/O**
Response: **R/R2-F72T12CW TUBES AT NEC ISNS.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00
Visit Total		\$ 166.29	\$ 0.00

Total \$ 319.95 \$ 59.59 \$ 379.54

023 TS Washington / Maple

Date Completed: **Mon, JUN/26/2023 11:40** Work Order #: **6100084729** Contract #: **2600072307**
Description: **TS WASHINGTON / MAPLE**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Wed, JUN/21/2023 09:00** Work Order #: **5004314217** Debit Memo Req.
3802105141
Purchase Order: **Montebello**
Description: **NEC S/L DAYBURN**
Response: **GOT MATERIALS FROM SHOP. NOT VERIFIED DID NOT SEE ANY LIGHTS ARE DAYBURNING AT LOCATION.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	2.500 H @ 110.25 per H	\$ 275.63	\$ 0.00

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

SERVICE BUCKET TRUCK	2.500 H @ 29.40 per H	\$ 73.50	\$ 0.00	
Visit Total		\$ 349.13	\$ 0.00	
Total		\$ 349.13	\$ 59.59	\$ 408.72

021 TS Washington / Montebello

Date Completed: **Tue, JUN/20/2023 11:30** Work Order #: **6100086804** Contract #: **2600072307**
Description: **TS WASHINGTON / MONTEBELLO**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59
Visit Total		\$ 0.00	\$ 59.59

Date Completed: **Fri, JUN/09/2023 08:00** Work Order #: **5004313908** Debit Memo Req.
3802104720
Purchase Order: **Montebello**
Description: **SAFETY LIGHTS ON DAY/NIGHT**
Response: **CALL - LIGHTS ABOVE SIGNALS ARE ON DAY AND NIGHT. FOUND SAFETY LIGHT AT N/W/C DAY BURNING. CHECKED PEC, BAD. REPLACED W/NEW PEC. OPS, WW.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00
REPL PHOTOCCELL	1 PC @ 14.01 per PC	\$ 14.01	\$ 0.00
Visit Total		\$ 153.66	\$ 0.00

Date Completed: **Tue, JUN/20/2023 11:00** Work Order #: **5004314468** Debit Memo Req.
3802105118
Purchase Order: **Montebello**
Description: **CALL PD I/S FLASH**
Response: **CMU SHOWS WET ERROR AND CONTROLLER BLANK - PLACED IN CAB FLASH AND CKD OPS - FND ABLE TO PWR DWN AND THEN UP - CONTROLLER RESET - FND UPON RESETTING INTERSECTION CONTROLLER BLACKED OUT AGAIN AND FROZE UP - LOCATED SPARE CONTROLLER AND TRIED INSTALLING - ND OPS NOT WORKING TOO - NOTIFIED OTHER AREA TECH TO BRING OUT OTHER CONTROLLER AND INSTALLED - FND NOT WORKING TOO - LOCATED CITY SPARE 170ATC/HC11 CONTROLLER AND FOLLOWED UP TO INSTALL - INSTALLED WITH LACO 4 CHIP - COMPARED TIMING AND IMPLEMENTED AS NEDED - RESET CMU AND THEN INTERSECTION AND FND OPS OK.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	6.500 H @ 110.25 per H	\$ 716.63	\$ 0.00
SERVICE BUCKET TRUCK	6.500 H @ 29.40 per H	\$ 191.10	\$ 0.00
Visit Total		\$ 907.73	\$ 0.00

Total \$ 1,061.39 \$ 59.59 \$ 1,120.98

024 TS Washington / Vail

Date Completed: **Mon, JUN/26/2023 11:20** Work Order #: **6100084726** Contract #: **2600072307**

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Description: TS WASHINGTON / VAIL Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
078 TS Whittier Blvd / 10th Street				
Date Completed: Wed, JUN/21/2023 12:30 Work Order #: 6100084721 Contract #: 2600072307 Description: TS WHITTIER BLVD / 10TH STREET Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/27/2023 15:45 Work Order #: 5004315061 Debit Memo Req. 3802106063 Purchase Order: Montebello Description: SEC ISNS B/O Response: R/R 1-5AMPS GLASS FUSE AT SEC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
REPLACE FUSE	1 PC @ 10.00 per PC	\$ 10.00	\$ 0.00	
Visit Total		\$ 149.65	\$ 0.00	
Total		\$ 149.65	\$ 59.59	\$ 209.24
083 TS Whittier Blvd / 21st Street				
Date Completed: Wed, JUN/21/2023 10:00 Work Order #: 6100084720 Contract #: 2600072307 Description: TS WHITTIER BLVD / 21ST STREET Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/21/2023 12:00 Work Order #: 5004314722 Debit Memo Req. 3802105143 Purchase Order: Montebello Description: NEC, SEC & SWC S/L#S ARE D/B Response: T/S-FOUND CITY PAINTED OVER PEC EYE AT TYPE III SERVICE. REMOVED PAINT OFF PEC EYE AND NOW NO MORE DAYBURNING.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
Visit Total		\$ 139.65	\$ 0.00	
Date Completed: Tue, JUN/27/2023 17:00 Work Order #: 5004315062 Debit Memo Req. 3802106064 Purchase Order: Montebello Description: NWC S/L B/O Response: BROKE OUT #6 CONCRETE LID DUE TO STUCK TO P/B. CHK S/L'S FUSE AND IT IS OK. BUT NO POWER TO S/L WIRE. TRACED WIRE TO NEC P/B AND FOUND WIRE HAD POWER. WIRE IS BURNT UP FROM NWC TO NEC PULLBOXES. WILL F/U LATER WITH NEW WIRES.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (OT)	1.500 H @ 136.00 per H	\$ 204.00	\$ 0.00	
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H	\$ 44.10	\$ 0.00	
Visit Total		\$ 248.10	\$ 0.00	
Total		\$ 387.75	\$ 59.59	\$ 447.34
074 TS Whittier Blvd / 2nd Street				
Date Completed: Wed, JUN/21/2023 14:30 Work Order #: 6100084739 Contract #: 2600072307 Description: TS WHITTIER BLVD / 2ND STREET Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
075 TS Whittier Blvd / 4th Street				
Date Completed: Wed, JUN/21/2023 14:00 Work Order #: 6100084711 Contract #: 2600072307 Description: TS WHITTIER BLVD / 4TH STREET Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
076 TS Whittier Blvd / 5th Street				
Date Completed: Wed, JUN/21/2023 13:30 Work Order #: 6100084725 Contract #: 2600072307 Description: TS WHITTIER BLVD / 5TH STREET Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Sat, JUN/24/2023 10:00 Work Order #: 5004314709 Debit Memo Req. 3802105142				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Purchase Order: Montebello Description: CALL PD FLASH Response: CALL PD I/S FLASH VERIFIED OBS CMU ON WDT ERROR POSSIBLE LOCAL POWER OUTAGE. CHECKED TIMING RESET I/S WALKED I/S ALL W.W.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (OT)	2.000 H @ 136.00 per H		\$ 272.00	\$ 0.00
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H		\$ 58.80	\$ 0.00
Visit Total			\$ 330.80	\$ 0.00
Date Completed: Mon, JUN/26/2023 10:00 Work Order #: 5004314753 Debit Memo Req. 3802105986 Purchase Order: Montebello Description: CALL PD SB GBO Response: CALL SB GBO VERIFIED OBS PHASE 4,6 GBO POSSIBLE DAMAGE FOLLOW UP WITH MIKE AND OBS INPUT CABLE WAS LOOSE ALSO CONTROLLER WAS DISCONNECTED LOOKS DISCONNECTED POSSIBLY DUE TO VANDALISM SET TIMING ON CONTROLLER AND LOCKED UP CABINET WITH PAD LOCKS.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	5.000 H @ 110.25 per H		\$ 551.25	\$ 0.00
SERVICE BUCKET TRUCK	5.000 H @ 29.40 per H		\$ 147.00	\$ 0.00
Visit Total			\$ 698.25	\$ 0.00
Total			\$ 1,029.05	\$ 59.59
				\$ 1,088.64
073 TS Whittier Blvd / Bluff/1st Street				
Date Completed: Wed, JUN/21/2023 15:00 Work Order #: 6100084706 Contract #: 2600072307 Description: TS WHITTIER BLVD / BLUFF/1ST STREET Response: PMCK				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59
Visit Total			\$ 0.00	\$ 59.59
Date Completed: Wed, JUN/28/2023 13:00 Work Order #: 5004314882 Debit Memo Req. 3802106057 Purchase Order: Montebello Description: YLW B/O Response: CALL - YLW B/O, FOUND S/W/C-S/B YLW B/O. CHANGED OUT W/NEW YLW LED BALL. OPS, WW.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
"Replace 12"" Yellow Ball Led"	1 PC @ 111.30 per PC		\$ 111.30	\$ 0.00
Visit Total			\$ 111.30	\$ 0.00
Total			\$ 111.30	\$ 59.59
				\$ 170.89
081 TS Whittier Blvd / California Avenue				
Date Completed: Wed, JUN/21/2023 11:00 Work Order #: 6100086807 Contract #: 2600072307 Description: TS WHITTIER BLVD / CALIFORNIA AVENUE				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
085 TS Whittier Blvd / Concourse				
Date Completed: Wed, JUN/21/2023 09:00 Work Order #: 6100084663 Contract #: 2600072307				
Description: TS WHITTIER BLVD / CONCOURSE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
086 TS Whittier Blvd / Garfield				
Date Completed: Mon, JUN/26/2023 10:20 Work Order #: 6100084693 Contract #: 2600072307				
Description: TS WHITTIER BLVD / GARFIELD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/13/2023 14:00 Work Order #: 5004314322 Debit Memo Req. 3802104795				
Purchase Order: Montebello				
Description: NEC, NWC & SEC ISNS#S & SEC S/L ARE B/O				
Response: 1) R/R 2-F72T12CW TUBES AT NEC ISNS. #2) R/R 2-F72T12CW TUBES AT NWC ISNS. 3) R/R 2-F72T12CW TUBES AT SWC ISNS. NEED TO F/U TO LOCATED UNDERGROUND WIRE DAMAGES ON ISNS DUE TO BREAKER KEEPS TRIPPING. WILL F/U LATER. #4) R/R 1-200W HPS BULB AT SEC S/L.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.000 H @ 110.25 per H	\$ 220.50	\$ 0.00	
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H	\$ 58.80	\$ 0.00	
ISNS Repair (Relamp - 6')	6 PC @ 13.32 per PC	\$ 79.92	\$ 0.00	
SL HPS 200W (H137)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00	
Visit Total		\$ 392.42	\$ 0.00	
Total		\$ 392.42	\$ 59.59	\$ 452.01
080 TS Whittier Blvd / Maple Ave				
Date Completed: Wed, JUN/21/2023 11:30 Work Order #: 6100087377 Contract #: 2600072307				
Description: TS WHITTIER BLVD / MAPLE AVE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra	Routine	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

		Charges	Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

077 TS Whittier Blvd / Montebello				
Date Completed: Wed, JUN/21/2023 13:00 Work Order #: 6100084648 Contract #: 2600072307 Description: TS WHITTIER BLVD / MONTEBELLO Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

079 TS Whittier Blvd / Taylor Ave				
Date Completed: Wed, JUN/21/2023 12:00 Work Order #: 6100084649 Contract #: 2600072307 Description: TS WHITTIER BLVD / TAYLOR AVE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

082 TS Whittier Blvd / Vail				
Date Completed: Wed, JUN/21/2023 10:30 Work Order #: 6100084665 Contract #: 2600072307 Description: TS WHITTIER BLVD / VAIL Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/13/2023 16:30 Work Order #: 5004314324 Debit Memo Req. 3802104650 Purchase Order: Montebello Description: SWC ISNS B/O Response: R/R 2-F72T12CW TUBES AT SWC ISNS.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	2.000 H @ 110.25 per H	\$ 220.50	\$ 0.00	
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H	\$ 58.80	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00	
Visit Total		\$ 305.94	\$ 0.00	
Date Completed: Tue, JUN/13/2023 14:45 Work Order #: 5004314323 Debit Memo Req. 3802104857 Purchase Order: Montebello				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

Description: SEC S/L B/O Response: R/R 1-250W HPS BULB AT SEC S/L OF VIA CAMPO/FINDLAY #NOT WHITTIER/VAIL.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
SL HPS 250W (H131)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00	
Visit Total		\$ 172.85	\$ 0.00	
Total		\$ 478.79	\$ 59.59	\$ 538.38
084 TS Whittier Blvd / Wilcox Avenue				
Date Completed: Wed, JUN/21/2023 09:30 Work Order #: 6100084662 Contract #: 2600072307 Description: TS WHITTIER BLVD / WILCOX AVENUE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Date Completed: Tue, JUN/27/2023 18:30 Work Order #: 5004315064 Debit Memo Req. 3802106065 Purchase Order: Montebello Description: NEC S/L B/O Response: R/R1-250W HPS BULB AT NEC S/L.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (OT)	1.500 H @ 136.00 per H	\$ 204.00	\$ 0.00	
SERVICE BUCKET TRUCK	1.500 H @ 29.40 per H	\$ 44.10	\$ 0.00	
SL HPS 250W (H131)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00	
Visit Total		\$ 281.30	\$ 0.00	
Total		\$ 281.30	\$ 59.59	\$ 340.89
067 TS Wilcox / Hay (FL)				
Date Completed: Mon, JUN/26/2023 15:00 Work Order #: 6100084673 Contract #: 2600072307 Description: TS WILCOX / HAY (FL) Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
043 TS Wilcox / Lincoln				
Date Completed: Mon, JUN/26/2023 11:30 Work Order #: 6100087367 Contract #: 2600072307 Description: TS WILCOX / LINCOLN Response: PMCK				
Item:	Qty and Unit Cost	Extra	Routine	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

		Charges	Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
Date Completed: Wed, JUN/28/2023 12:00 Work Order #: 5004315072 Debit Memo Req. 3802106075 Purchase Order: Montebello Description: NEC ISNS & NWC S/L ARE B/O Response: R/R 2-F72T12CW TUBES AT NEC ISNS. R/R 1-200W HPS BULB AT NWC S/L.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	1.000 H @ 110.25 per H	\$ 110.25	\$ 0.00	
SERVICE BUCKET TRUCK	1.000 H @ 29.40 per H	\$ 29.40	\$ 0.00	
ISNS Repair (Relamp - 6')	2 PC @ 13.32 per PC	\$ 26.64	\$ 0.00	
SL HPS 200W (H137)	1 PC @ 33.20 per PC	\$ 33.20	\$ 0.00	
	Visit Total	\$ 199.49	\$ 0.00	
	Total	\$ 199.49	\$ 59.59	\$ 259.08
045 TS Wilcox / Madison				
Date Completed: Mon, JUN/26/2023 12:00 Work Order #: 6100084604 Contract #: 2600072307 Description: TS WILCOX / MADISON Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
	Total	\$ 0.00	\$ 59.59	\$ 59.59
052 TS Wilcox / Montebello Plaza				
Date Completed: Thu, JUN/29/2023 15:00 Work Order #: 6100084587 Contract #: 2600072307 Description: TS WILCOX / MONTEBELLO PLAZA Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
	Total	\$ 0.00	\$ 59.59	\$ 59.59
051 TS Wilcox / Westmoreland				
Date Completed: Fri, JUN/30/2023 16:00 Work Order #: 6100084584 Contract #: 2600072307 Description: TS WILCOX / WESTMORELAND Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
	Visit Total	\$ 0.00	\$ 59.59	
	Total	\$ 0.00	\$ 59.59	\$ 59.59

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 06/01/2023 to 06/30/2023

068 TS Wilcox / Westmoreland (FL)				
Date Completed: Mon, JUN/26/2023 14:30 Work Order #: 6100084580 Contract #: 2600072307				
Description: TS WILCOX / WESTMORELAND (FL)				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
		Extra Charges	Routine Maint.	Total
Report Total		\$ 13,183.41	\$ 5,568.61	\$ 18,752.02

	Locations Serviced
Total	98
Signalized Intersection	79
OTHER	1
Flashing Beacon	6

Cust PO No Montebello	Cust PO Date 06/30/2015	Quotation No
Sales Order No 2600072307	Sales Ord Date 03/03/2014	Lock Box No 23433

Invoice No 5610284305	Date 07/14/2023
Customer No 30464259	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
40	TYZ:RCM_MNT_INTRSC TS Signalized Intersection	PC	79	59.59	4,707.61
45	TYZ:RCM_MNT_INTRSC TS Flashing Beacon	PC	6	47.25	283.50
50	TYZ:RCM_MNT_INTRSC TS Lighted Crosswalk	PC	2	52.50	105.00
55	TYZ:RCM_MNT_INTRSC TS Speed Feedback Sign Traffic Signal Maintenance for June 2023	PC	10	47.25	472.50

Total Wt.:	0 KG	Currency: USD	Invoice Total:	5,568.61
Payment Terms: Net Due 30 Days			Net Due By: 08/13/2023	

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

YUNEX
TRAFFIC

Cust PO No
Montebello
Sales Order No
7000000022

Cust PO Date
06/30/2015
Sales Ord Date
08/07/2023

Quotation No

Lock Box No
23433

Invoice No 90000212	Date 08/31/2023
Customer No 60002304	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on Board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	TYZ:RCM_MNT_INTRSC TS Speed Feedback Sign	PC	10	472.50	472.50
200	TYZ:RCM_MNT_INTRSC TS Signalized Intersection	PC	79	4,707.61	4,707.61
300	TYZ:RCM_MNT_INTRSC TS Flashing Beacon	PC	6	283.50	283.50
400	TYZ:RCM_MNT_INTRSC TS Lighted Crosswalk Traffic Signal Maintenance for July 2023	PC	2	105.00	105.00

Total Wt.:	0 KG	Currency: USD	Invoice Total:	5,568.61
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Payment Terms: Net Due 30 Days	Net Due By: 09/30/2023
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These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s) either in their original or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to

"We hereby certify that these goods were produced in compliance with all the applicable requirements of section 6.7 & 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof"

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC's consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC's obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. PRODUCT RETURNS. Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC's authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. NUCLEAR. Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC's negligence. Yunex LLC's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

TS 4th St SB / Olympic SFS				
Date Completed: Thu, JUL/27/2023 10:00 Work Order #: 6100089326 Contract #: 2600072307				
Description: TS 4TH ST SB / OLYMPIC SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
TS Avenida La Merced EB / Las Flores SFS				
Date Completed: Thu, JUL/13/2023 05:30 Work Order #: 6100089325 Contract #: 2600072307				
Description: TS AVENIDA LA MERCED EB / LAS FLORES SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
007 TS Beverly / 18th				
Date Completed: Fri, JUL/28/2023 09:15 Work Order #: 6100089363 Contract #: 2600072307				
Description: TS BEVERLY / 18TH				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
010 TS Beverly / 4th				
Date Completed: Fri, JUL/28/2023 07:45 Work Order #: 6100089362 Contract #: 2600072307				
Description: TS BEVERLY / 4TH				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
001 TS Beverly / Bradshawe				
Date Completed: Fri, JUL/28/2023 10:30 Work Order #: 6100089357 Contract #: 2600072307				
Description: TS BEVERLY / BRADSHAWE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

			Total	\$ 0.00	\$ 59.59	\$ 59.59
064 TS Beverly / Civic Center						
Date Completed: Fri, JUL/28/2023 09:00			Work Order #: 6100089343		Contract #: 2600072307	
Description: TS BEVERLY / CIVIC CENTER						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
002 TS Beverly / Findlay						
Date Completed: Fri, JUL/28/2023 10:15			Work Order #: 6100089344		Contract #: 2600072307	
Description: TS BEVERLY / FINDLAY						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
003 TS Beverly / Garfield						
Date Completed: Fri, JUL/28/2023 12:30			Work Order #: 6100089347		Contract #: 2600072307	
Description: TS BEVERLY / GARFIELD						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
004 TS Beverly / Hay						
Date Completed: Fri, JUL/28/2023 10:00			Work Order #: 6100089345		Contract #: 2600072307	
Description: TS BEVERLY / HAY						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
008 TS Beverly / Maple						
Date Completed: Fri, JUL/28/2023 08:45			Work Order #: 6100089341		Contract #: 2600072307	
Description: TS BEVERLY / MAPLE						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
009 TS Beverly / Montebello					
Date Completed: Thu, JUL/27/2023 08:45		Work Order #: 6100089351		Contract #: 2600072307	
Description: TS BEVERLY / MONTEBELLO					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
011 TS Beverly / Poplar					
Date Completed: Fri, JUL/28/2023 07:30		Work Order #: 6100089312		Contract #: 2600072307	
Description: TS BEVERLY / POPLAR					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
042 TS Beverly / Rea					
Date Completed: Fri, JUL/28/2023 07:15		Work Order #: 6100089311		Contract #: 2600072307	
Description: TS BEVERLY / REA					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
049 TS Beverly / Sixth					
Date Completed: Fri, JUL/28/2023 08:00		Work Order #: 6100089308		Contract #: 2600072307	
Description: TS BEVERLY / SIXTH					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
061 TS Beverly / Taylor					
Date Completed: Fri, JUL/28/2023 08:30		Work Order #: 6100089305		Contract #: 2600072307	
Description: TS BEVERLY / TAYLOR					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

005 TS Beverly / Via Val Verde				
Date Completed: Fri, JUL/28/2023 09:45		Work Order #: 6100087578 Contract #: 2600072307		
Description: TS BEVERLY / VIA VAL VERDE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

006 TS Beverly / Wilcox				
Date Completed: Fri, JUL/28/2023 09:30		Work Order #: 6100089304 Contract #: 2600072307		
Description: TS BEVERLY / WILCOX				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

TS Bradshawe SB / Beverly SFS				
Date Completed: Thu, JUL/13/2023 09:00		Work Order #: 6100088438 Contract #: 2600072307		
Description: TS BRADSHAWE SB / BEVERLY SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25

TS Bradshawe St NB / Repetto				
Date Completed: Thu, JUL/27/2023 12:15		Work Order #: 6100089302 Contract #: 2600072307		
Description: TS BRADSHAWE ST NB / REPETTO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC	\$ 0.00	\$ 52.50	
Visit Total		\$ 0.00	\$ 52.50	
Total		\$ 0.00	\$ 52.50	\$ 52.50

TS Bradshawe St SB / Via Corona				
Date Completed: Thu, JUL/27/2023 12:00		Work Order #: 6100088894 Contract #: 2600072307		
Description: TS BRADSHAWE ST SB / VIA CORONA				
Response: PMCK				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Lighted Crosswalk	1 PC @ 52.50 per PC	\$ 0.00	\$ 52.50	
Visit Total		\$ 0.00	\$ 52.50	
Total		\$ 0.00	\$ 52.50	\$ 52.50

025 TS Garfield / Hay

Date Completed: **Fri, JUL/28/2023 12:45** Work Order #: **6100088427** Contract #: **2600072307**
Description: **TS GARFIELD / HAY**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

TS Garfield / Madison Avenue

Date Completed: **Fri, JUL/28/2023 13:00** Work Order #: **6100088448** Contract #: **2600072307**
Description: **TS GARFIELD / MADISON AVENUE**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

087 TS Garfield / Pomona

Date Completed: **Fri, JUL/28/2023 11:15** Work Order #: **6100088417** Contract #: **2600072307**
Description: **TS GARFIELD / POMONA**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

TS Garfield / San Clemente

Date Completed: **Fri, JUL/28/2023 12:15** Work Order #: **6100088425** Contract #: **2600072307**
Description: **TS GARFIELD / SAN CLEMENTE**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

036 TS Garfield / Via Acosta

Date Completed: **Fri, JUL/28/2023 10:45** Work Order #: **6100088838** Contract #: **2600072307**

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Description: TS GARFIELD / VIA ACOSTA Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
056 TS Garfield / Via Paseo				
Date Completed: Fri, JUL/28/2023 11:00 Work Order #: 6100088411 Contract #: 2600072307 Description: TS GARFIELD / VIA PASEO Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
TS Garfield SB / N/O Madison SFS				
Date Completed: Thu, JUL/27/2023 12:30 Work Order #: 6100088397 Contract #: 2600072307 Description: TS GARFIELD SB / N/O MADISON SFS Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
018 TS Greenwood / Beach				
Date Completed: Fri, JUL/28/2023 13:45 Work Order #: 6100088388 Contract #: 2600072307 Description: TS GREENWOOD / BEACH Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
017 TS Greenwood / Date				
Date Completed: Mon, JUL/31/2023 13:00 Work Order #: 6100088358 Contract #: 2600072307 Description: TS GREENWOOD / DATE Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

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035 TS Greenwood / Elm				
Date Completed: Mon, JUL/31/2023 09:45		Work Order #: 6100088362 Contract #: 2600072307		
Description: TS GREENWOOD / ELM				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
046 TS Greenwood / Mines				
Date Completed: Fri, JUL/28/2023 14:00		Work Order #: 6100088327 Contract #: 2600072307		
Description: TS GREENWOOD / MINES				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
062 TS Greenwood / Oakwood				
Date Completed: Mon, JUL/31/2023 12:45		Work Order #: 6100088355 Contract #: 2600072307		
Description: TS GREENWOOD / OAKWOOD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
030 TS Greenwood / Sycamore Connector				
Date Completed: Mon, JUL/31/2023 10:00		Work Order #: 6100088307 Contract #: 2600072307		
Description: TS GREENWOOD / SYCAMORE CONNECTOR				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
019 TS Greenwood / Union				
Date Completed: Mon, JUL/31/2023 11:00		Work Order #: 6100088326 Contract #: 2600072307		
Description: TS GREENWOOD / UNION				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

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Total			\$ 0.00	\$ 59.59	\$ 59.59
069 TS Greenwood School No. / (FL)					
Date Completed: Fri, JUL/28/2023 13:30			Work Order #: 6100088306		Contract #: 2600072307
Description: TS GREENWOOD SCHOOL NO. / (FL)					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	\$ 47.25
070 TS Greenwood School So. / (FL)					
Date Completed: Fri, JUL/28/2023 13:15			Work Order #: 6100089202		Contract #: 2600072307
Description: TS GREENWOOD SCHOOL SO. / (FL)					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	\$ 47.25
033 TS Hay / Wilcox					
Date Completed: Thu, JUL/27/2023 13:15			Work Order #: 6100089155		Contract #: 2600072307
Description: TS HAY / WILCOX					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
060 TS Howard / Beverly					
Date Completed: Fri, JUL/28/2023 08:15			Work Order #: 6100089153		Contract #: 2600072307
Description: TS HOWARD / BEVERLY					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
028 TS Howard / Lincoln					
Date Completed: Thu, JUL/27/2023 14:45			Work Order #: 6100089147		Contract #: 2600072307
Description: TS HOWARD / LINCOLN					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	

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		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
055 TS Lincoln / Maple					
Date Completed: Thu, JUL/27/2023 14:30		Work Order #: 6100089094		Contract #: 2600072307	
Description: TS LINCOLN / MAPLE					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	
034 TS Lincoln / Poplar					
Date Completed: Thu, JUL/27/2023 15:00		Work Order #: 6100089099		Contract #: 2600072307	
Description: TS LINCOLN / POPLAR					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	
065 TS Lincoln / Sanchez (FL)					
Date Completed: Thu, JUL/13/2023 07:00		Work Order #: 6100089088		Contract #: 2600072307	
Description: TS LINCOLN / SANCHEZ (FL)					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
		Visit Total	\$ 0.00	\$ 47.25	
		Total	\$ 0.00	\$ 47.25	
TS Lincoln EB / Via Val Verde SFS					
Date Completed: Thu, JUL/13/2023 08:00		Work Order #: 6100089085		Contract #: 2600072307	
Description: TS LINCOLN EB / VIA VAL VERDE SFS					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
		Visit Total	\$ 0.00	\$ 47.25	
		Total	\$ 0.00	\$ 47.25	
TS Lincoln WB / 18th St SFS					
Date Completed: Thu, JUL/13/2023 07:30		Work Order #: 6100089274		Contract #: 2600072307	
Description: TS LINCOLN WB / 18TH ST SFS					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	

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TS Speed Feedback Sign		1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	
TS Lincoln WB / Donna Way SFS					
Date Completed: Thu, JUL/13/2023 08:30 Work Order #: 6100089081 Contract #: 2600072307 Description: TS LINCOLN WB / DONNA WAY SFS Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total			\$ 0.00	\$ 47.25	
Total			\$ 0.00	\$ 47.25	
031 TS Montebello / Cleveland					
Date Completed: Thu, JUL/27/2023 11:45 Work Order #: 6100089261 Contract #: 2600072307 Description: TS MONTEBELLO / CLEVELAND Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
032 TS Montebello / Driveway #1					
Date Completed: Thu, JUL/27/2023 07:15 Work Order #: 6100089257 Contract #: 2600072307 Description: TS MONTEBELLO / DRIVEWAY #1 Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
063 TS Montebello / Driveway #2					
Date Completed: Wed, JUL/26/2023 15:00 Work Order #: 6100089280 Contract #: 2600072307 Description: TS MONTEBELLO / DRIVEWAY #2 Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	
026 TS Montebello / Jefferson					
Date Completed: Thu, JUL/27/2023 07:45 Work Order #: 6100089242 Contract #: 2600072307 Description: TS MONTEBELLO / JEFFERSON Response: PMCK					

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Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

058 TS Montebello / La Merced

Date Completed: **Thu, JUL/27/2023 08:00** Work Order #: **6100089247** Contract #: **2600072307**
Description: **TS MONTEBELLO / LA MERCED**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

057 TS Montebello / Liberty

Date Completed: **Thu, JUL/27/2023 07:30** Work Order #: **6100089040** Contract #: **2600072307**
Description: **TS MONTEBELLO / LIBERTY**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

044 TS Montebello / Lincoln

Date Completed: **Thu, JUL/27/2023 08:15** Work Order #: **6100089055** Contract #: **2600072307**
Description: **TS MONTEBELLO / LINCOLN**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

059 TS Montebello / Madison

Date Completed: **Thu, JUL/27/2023 09:00** Work Order #: **6100088820** Contract #: **2600072307**
Description: **TS MONTEBELLO / MADISON**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

012 TS Montebello / Plaza Dr

Date Completed: **Mon, JUL/24/2023 07:30** Work Order #: **6100088784** Contract #: **2600072307**

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Description: TS MONTEBELLO / PLAZA DR Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
047 TS Montebello / Truck Way				
Date Completed: Fri, JUL/28/2023 14:15 Work Order #: 6100089025 Contract #: 2600072307 Description: TS MONTEBELLO / TRUCK WAY Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
027 TS Montebello / Victoria				
Date Completed: Thu, JUL/27/2023 08:30 Work Order #: 6100089023 Contract #: 2600072307 Description: TS MONTEBELLO / VICTORIA Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
066 TS Olympic / 4th Street (FL)				
Date Completed: Thu, JUL/27/2023 09:30 Work Order #: 6100088260 Contract #: 2600072307 Description: TS OLYMPIC / 4TH STREET (FL) Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
014 TS Olympic / Greenwood				
Date Completed: Fri, JUL/28/2023 14:30 Work Order #: 6100088283 Contract #: 2600072307 Description: TS OLYMPIC / GREENWOOD Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

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015 TS Olympic / Maple				
Date Completed: Fri, JUL/28/2023 14:45		Work Order #: 6100088750 Contract #: 2600072307		
Description: TS OLYMPIC / MAPLE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
013 TS Olympic / Montebello				
Date Completed: Thu, JUL/27/2023 09:15		Work Order #: 6100088263 Contract #: 2600072307		
Description: TS OLYMPIC / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
016 TS Olympic / Vail				
Date Completed: Fri, JUL/28/2023 15:00		Work Order #: 6100088249 Contract #: 2600072307		
Description: TS OLYMPIC / VAIL				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
TS Olympic EB / 4th St SFS				
Date Completed: Thu, JUL/27/2023 09:45		Work Order #: 6100088223 Contract #: 2600072307		
Description: TS OLYMPIC EB / 4TH ST SFS				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Speed Feedback Sign	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
048 TS Paramount / Montebello				
Date Completed: Mon, JUL/24/2023 08:00		Work Order #: 6100088235 Contract #: 2600072307		
Description: TS PARAMOUNT / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	

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			Total	\$ 0.00	\$ 59.59	\$ 59.59
041 TS Pomona / Findlay						
Date Completed: Fri, JUL/28/2023 11:30			Work Order #: 6100088224 Contract #: 2600072307			
Description: TS POMONA / FINDLAY						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
TS Poplar NB / Lincoln SFS						
Date Completed: Thu, JUL/13/2023 06:30			Work Order #: 6100088739 Contract #: 2600072307			
Description: TS POPLAR NB / LINCOLN SFS						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Speed Feedback Sign		1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total				\$ 0.00	\$ 47.25	
Total				\$ 0.00	\$ 47.25	\$ 47.25
TS Poplar SB / Avenida La Merced SFS						
Date Completed: Thu, JUL/13/2023 06:00			Work Order #: 6100088200 Contract #: 2600072307			
Description: TS POPLAR SB / AVENIDA LA MERCED SFS						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Speed Feedback Sign		1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	
Visit Total				\$ 0.00	\$ 47.25	
Total				\$ 0.00	\$ 47.25	\$ 47.25
050 TS Slauson / Chapin						
Date Completed: Mon, JUL/31/2023 10:45			Work Order #: 6100088202 Contract #: 2600072307			
Description: TS SLAUSON / CHAPIN						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total				\$ 0.00	\$ 59.59	
Total				\$ 0.00	\$ 59.59	\$ 59.59
053 TS Telegraph / Greenwood						
Date Completed: Mon, JUL/31/2023 10:15			Work Order #: 6100088190 Contract #: 2600072307			
Description: TS TELEGRAPH / GREENWOOD						
Response: PMCK						
Item:		Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)		1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	

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		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
054 TS Telegraph / Slauson					
Date Completed: Mon, JUL/31/2023 10:30		Work Order #: 6100088166		Contract #: 2600072307	
Description: TS TELEGRAPH / SLAUSON					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
071 TS Vail Avenue / Flotilla Street					
Date Completed: Mon, JUL/31/2023 13:30		Work Order #: 6100088189		Contract #: 2600072307	
Description: TS VAIL AVENUE / FLOTILLA STREET					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
037 TS Via Campo / Findlay					
Date Completed: Fri, JUL/28/2023 11:45		Work Order #: 6100088137		Contract #: 2600072307	
Description: TS VIA CAMPO / FINDLAY					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
038 TS Via Campo / Garfield					
Date Completed: Fri, JUL/28/2023 12:00		Work Order #: 6100088093		Contract #: 2600072307	
Description: TS VIA CAMPO / GARFIELD					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
		Visit Total	\$ 0.00	\$ 59.59	
		Total	\$ 0.00	\$ 59.59	\$ 59.59
020 TS Washington / Bluff					
Date Completed: Thu, JUL/27/2023 11:30		Work Order #: 6100088140		Contract #: 2600072307	
Description: TS WASHINGTON / BLUFF					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	

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TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

022 TS Washington / Greenwood				
Date Completed: Mon, JUL/31/2023 13:15 Work Order #: 6100088149 Contract #: 2600072307				
Description: TS WASHINGTON / GREENWOOD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

023 TS Washington / Maple				
Date Completed: Mon, JUL/31/2023 14:00 Work Order #: 6100088117 Contract #: 2600072307				
Description: TS WASHINGTON / MAPLE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

021 TS Washington / Montebello				
Date Completed: Thu, JUL/27/2023 11:15 Work Order #: 6100088133 Contract #: 2600072307				
Description: TS WASHINGTON / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

024 TS Washington / Vail				
Date Completed: Mon, JUL/31/2023 13:45 Work Order #: 6100088070 Contract #: 2600072307				
Description: TS WASHINGTON / VAIL				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

078 TS Whittier Blvd / 10th Street				
Date Completed: Mon, JUL/31/2023 09:30 Work Order #: 6100088063 Contract #: 2600072307				
Description: TS WHITTIER BLVD / 10TH STREET				
Response: PMCK				

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

083 TS Whittier Blvd / 21st Street

Date Completed: **Mon, JUL/31/2023 08:15** Work Order #: **6100088077** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 21ST STREET**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

074 TS Whittier Blvd / 2nd Street

Date Completed: **Mon, JUL/31/2023 14:45** Work Order #: **6100088050** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 2ND STREET**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

075 TS Whittier Blvd / 4th Street

Date Completed: **Mon, JUL/31/2023 14:15** Work Order #: **6100088030** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 4TH STREET**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

076 TS Whittier Blvd / 5th Street

Date Completed: **Mon, JUL/31/2023 14:30** Work Order #: **6100088747** Contract #: **2600072307**
Description: **TS WHITTIER BLVD / 5TH STREET**
Response: **PMCK**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

073 TS Whittier Blvd / Bluff/1st Street

Date Completed: **Mon, JUL/31/2023 15:00** Work Order #: **6100087998** Contract #: **2600072307**

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Description: TS WHITTIER BLVD / BLUFF/1ST STREET				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
081 TS Whittier Blvd / California Avenue				
Date Completed: Mon, JUL/31/2023 08:45 Work Order #: 6100087984 Contract #: 2600072307				
Description: TS WHITTIER BLVD / CALIFORNIA AVENUE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
085 TS Whittier Blvd / Concourse				
Date Completed: Mon, JUL/31/2023 07:30 Work Order #: 6100087952 Contract #: 2600072307				
Description: TS WHITTIER BLVD / CONCOURSE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
086 TS Whittier Blvd / Garfield				
Date Completed: Mon, JUL/31/2023 07:45 Work Order #: 6100087948 Contract #: 2600072307				
Description: TS WHITTIER BLVD / GARFIELD				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
080 TS Whittier Blvd / Maple Ave				
Date Completed: Mon, JUL/31/2023 09:00 Work Order #: 6100090313 Contract #: 2600072307				
Description: TS WHITTIER BLVD / MAPLE AVE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

077 TS Whittier Blvd / Montebello				
Date Completed: Mon, JUL/31/2023 07:15		Work Order #: 6100087945 Contract #: 2600072307		
Description: TS WHITTIER BLVD / MONTEBELLO				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
079 TS Whittier Blvd / Taylor Ave				
Date Completed: Mon, JUL/31/2023 09:15		Work Order #: 6100087959 Contract #: 2600072307		
Description: TS WHITTIER BLVD / TAYLOR AVE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
082 TS Whittier Blvd / Vail				
Date Completed: Mon, JUL/31/2023 08:30		Work Order #: 6100087944 Contract #: 2600072307		
Description: TS WHITTIER BLVD / VAIL				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
084 TS Whittier Blvd / Wilcox Avenue				
Date Completed: Mon, JUL/31/2023 08:00		Work Order #: 6100088916 Contract #: 2600072307		
Description: TS WHITTIER BLVD / WILCOX AVENUE				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC	\$ 0.00	\$ 59.59	
Visit Total		\$ 0.00	\$ 59.59	
Total		\$ 0.00	\$ 59.59	\$ 59.59
067 TS Wilcox / Hay (FL)				
Date Completed: Thu, JUL/27/2023 13:00		Work Order #: 6100088759 Contract #: 2600072307		
Description: TS WILCOX / HAY (FL)				
Response: PMCK				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC	\$ 0.00	\$ 47.25	
Visit Total		\$ 0.00	\$ 47.25	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Total			\$ 0.00	\$ 47.25	\$ 47.25
043 TS Wilcox / Lincoln					
Date Completed: Thu, JUL/27/2023 14:00			Work Order #: 6100088920 Contract #: 2600072307		
Description: TS WILCOX / LINCOLN					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
045 TS Wilcox / Madison					
Date Completed: Thu, JUL/27/2023 14:15			Work Order #: 6100088953 Contract #: 2600072307		
Description: TS WILCOX / MADISON					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
052 TS Wilcox / Montebello Plaza					
Date Completed: Thu, JUL/27/2023 13:30			Work Order #: 6100088898 Contract #: 2600072307		
Description: TS WILCOX / MONTEBELLO PLAZA					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
051 TS Wilcox / Westmoreland					
Date Completed: Thu, JUL/27/2023 13:45			Work Order #: 6100088901 Contract #: 2600072307		
Description: TS WILCOX / WESTMORELAND					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Signalized Intersection (H001)	1 PC @ 59.59 per PC		\$ 0.00	\$ 59.59	
Visit Total			\$ 0.00	\$ 59.59	
Total			\$ 0.00	\$ 59.59	\$ 59.59
068 TS Wilcox / Westmoreland (FL)					
Date Completed: Thu, JUL/27/2023 12:45			Work Order #: 6100088879 Contract #: 2600072307		
Description: TS WILCOX / WESTMORELAND (FL)					
Response: PMCK					
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.	
TS Flashing Beacon (H008)	1 PC @ 47.25 per PC		\$ 0.00	\$ 47.25	

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

Visit Total		\$ 0.00	\$ 47.25	
Total		\$ 0.00	\$ 47.25	\$ 47.25
		Extra	Routine	Total
		Charges	Maint.	
Report Total		\$ 0.00	\$ 5,568.61	\$ 5,568.61

	Locations Served
Total	97
Signalized Intersection	79
Flashing Beacon	6

YUNEX TRAFFIC

Cust PO No

Cust PO Date
00/00/0000

Quotation No

Invoice No
5610000032

Date
08/30/2023

Sales Order No
8000010744

Sales Ord Date
08/16/2023

Lock Box No
23433

Customer No
60002304

Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms:	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	TS Response Hay & Wilcox				1,635.61

Total Wt.:	0 KG	Currency: USD	Invoice Total:	1,635.61
Payment Terms: Net Due 30 Days				
Net Due By: 09/29/2023				

These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s) either in their original or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to

"We hereby certify that these goods were produced in compliance with all the applicable requirements of section 6, 7 & 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof"

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW.** YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC's consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC's obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC's authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC's negligence. Yunex LLC's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

033 TS Hay / Wilcox				
Date Completed: Mon, JUL/10/2023 15:00 Work Order #: 5004315501 Debit Memo Req. 3802106609 Purchase Order: Montebello Description: PED POLE HIT Response: FOUND SWC EB PPB POLE KNOCKED DOWN - REMOVED REMAINS AND REPAIRED ANCHOR BOLTS AS NEEDED AND NOTIFIED AREA TECH TO PICK UP NEEDED POLE - CUT POLE TO SIZE AND MOUNTED AS NEEDED AND SECURED - HOOKED UP NEW TOP MOUNT PPB ASSEMBLY AND PPB BLDG CAP/SWITCH - NEW PPB SIGN AND SECURED ALL - TESTED AND FND W/W.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	8.000 H @ 110.25 per H		\$ 882.00	\$ 0.00
SERVICE BUCKET TRUCK	8.000 H @ 29.40 per H		\$ 235.20	\$ 0.00
Replace PPB (Polara Bulldog)	1 PC @ 147.00 per PC		\$ 147.00	\$ 0.00
Furnish/Install PPB assembly Top Mount	1 PC @ 60.58 per PC		\$ 60.58	\$ 0.00
FACEPLATE EXCHANGED	1 PC @ 14.39 per PC		\$ 14.39	\$ 0.00
SS-Alum PED Pole 4"	1 PC @ 296.44 per PC		\$ 296.44	\$ 0.00
Visit Total			\$ 1,635.61	\$ 0.00
Total			\$ 1,635.61	\$ 0.00
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	Locations Serviced
Total	1
Signalized Intersection	1

YUNEX
TRAFFIC

Cust PO No

Cust PO Date
00/00/0000

Quotation No

Invoice No
5610000031

Date
08/30/2023

Sales Order No
8000010909

Sales Ord Date
08/16/2023

Lock Box No
23433

Customer No
60002304

Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms:	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	TS Response Howard & Beverly				330.80

Total Wt.:	0 KG	Currency: USD	Invoice Total:	330.80
Payment Terms: Net Due 30 Days			Net Due By: 09/29/2023	

These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s) either in their original or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to

"We hereby certify that these goods were produced in compliance with all the applicable requirements of section 6, 7 & 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof"

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC's consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC's obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. PRODUCT RETURNS. Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC's authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. NUCLEAR. Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC's negligence. Yunex LLC's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO
Work Order Completion Period: 07/01/2023 to 07/31/2023

060 TS Howard / Beverly				
Date Completed: Sat, JUL/08/2023 21:30 3802106686 Purchase Order: Montebello Description: POLE HIT AT N/E/C Response: CALL - POLE HIT CREASED AT BASE. FOUND POLE INDENTED AND SMALL CREASE CLOSE TO BASE. POLE VERY STURDY BUT SHOULD BE SCHEDULED FOR NEW SHAFT. WILL WRITE UP FOR NEW SHAFT DUE TO ACCIDENT.				Work Order #: 5004315437 Debit Memo Req.
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (OT)	2.000 H @ 136.00 per H		\$ 272.00	\$ 0.00
SERVICE BUCKET TRUCK	2.000 H @ 29.40 per H		\$ 58.80	\$ 0.00
Visit Total			\$ 330.80	\$ 0.00
Total			\$ 330.80	\$ 0.00
			Extra Charges	Routine Maint.
Report Total			\$ 330.80	\$ 0.00
			Total	
			\$ 330.80	

	Locations Served
Total	1
Signalized Intersection	1

YUNEX TRAFFIC

Cust PO No
Montebello

Sales Order No
8000016927

Cust PO Date
06/30/2015

Sales Ord Date
09/01/2023

Quotation No

Lock Box No
23433

Invoice No
5610000313

Date
09/29/2023

Customer No
60002304

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Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms:	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Traffic Signal Response Call Outs for August 2023				10,645.38

Total Wt.:	0.907 KG	Currency:	USD	Invoice Total:	10,645.38
Payment Terms: Net Due 30 Days Net Due By: 10/29/2023					
These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s) either in their original or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to					
"We hereby certify that these goods were produced in compliance with all the applicable requirements of section 6.7 & 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof"					

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC's consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC's obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. PRODUCT RETURNS. Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC's authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. NUCLEAR. Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC's negligence. Yunex LLC's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

TS Hay / Wilcox Date Completed:08/11/2023 Work Order:8000011562 Contract #:7000000022 Description : Stuck on all red Response : Fnd intersection up and running and ops seem ok - monitored cycling ok as needed and w/w - fnd nb nec grn b/o - notified other area tech to follow up as needed with grn led.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.000 HR @ 110.25 per HR	220.50	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	
Visit Total		279.30	0.00	
Total				279.30
TS Wilcox / Montebello Plaza Date Completed:08/05/2023 Work Order:8000011602 Contract #:7000000022 Description : I/S in Flash Response : Call - I/S is B/O. Found Stop signs out out by city and I/S B/O. Controller was also B/O. Installed spare controller and implemented timing. Picked up stop signs and reset I/S. OPS, WW.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (OT)	1.500 HR @ 136.00 per HR	204.00	0.00	
SERVICE BUCKET TRUCK	1.500 HR @ 29.40 per HR	44.10	0.00	
Visit Total		248.10	0.00	
Total				248.10
TS Montebello / La Merced Date Completed:08/16/2023 Work Order:8000011653 Contract #:7000000022 Description : Grn b/o no direction given Response : not verified - fnd all indications and ops working well				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.500 HR @ 110.25 per HR	165.38	0.00	
SERVICE BUCKET TRUCK	1.500 HR @ 29.40 per HR	44.10	0.00	
Visit Total		209.48	0.00	
Total				209.48
TS Whittier Blvd / Wilcox Avenue Date Completed:08/16/2023 Work Order:8000011654 Contract #:7000000022 Description : Sec grn light out				

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Response :observed sb ovh grn b/o - r/r with new 12" grn ball led tinted - hooked up and tested and fnd ops w/w - ok				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
"Replace 12"" Green Ball Led"	1.000 PC @ 111.30 per PC	111.30	0.00	
Visit Total		111.30	0.00	
Total				111.30
TS Via Campo / Garfield Date Completed:08/18/2023 Work Order:8000012136 Contract #:7000000022 Description : SEC SIGNAL HIT & DAMAGED Response :CALL SEC SIGNAL HIT AND DAMAGED NOT VERIFIED OBS ALL SIGNAL WITH NO DAMAGE.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65
TS Greenwood / Date Date Completed:08/09/2023 Work Order:8000012233 Contract #:7000000022 Description : CHK TIMING SHORT GRN Response :Call - Short GRN check Timing. Timing Good. Call not Verified.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (OT)	1.500 HR @ 136.00 per HR	204.00	0.00	
SERVICE BUCKET TRUCK	1.500 HR @ 29.40 per HR	44.10	0.00	
Visit Total		248.10	0.00	
Total				248.10
TS Wilcox / Hay (FL) Date Completed:08/11/2023 Work Order:8000012255 Contract #:7000000022 Description : BLACKED OUT 8# GREEN LED Response :Call - Headed to I/S and found N/E/C-N/B GRN B/O and RED Faded. Changed out both w/New GRN and RED LEDS. OPS, WW.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
8" LED signal (Grn - Ball)	1.000 PC @ 111.30 per PC	111.30	0.00	
8" LED signal (Yel - Ball)	1.000 PC @ 111.30 per PC	111.30	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Visit Total		222.60	0.00	
Total				222.60
TS Washington / Maple Date Completed:08/16/2023 Work Order:8000012464 Contract #:7000000022 Description : Signal facing wrong direction near Arco Response : Headed to call and Found S/W/C-S/B 10' S/H and P/H turned wrong way and one visor damaged. Turned S/H and P/H back into place and replaced damaged Visor w/New. OPS, WW. Mike assisted with traffice control.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.500 HR @ 110.25 per HR	275.63	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
12" tunnel visor	1.000 PC @ 30.43 per PC	30.43	0.00	
Visit Total		379.56	0.00	
Total				379.56
TS Montebello / La Merced Date Completed:08/10/2023 Work Order:8000012568 Contract #:7000000022 Description : N. Side GRN light of Xwalk Non-Op Response : Call - Found N/E/C-E/B GRN LED B/O. Changed out w/New GRN LED. OPS, WW.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
"Replace 12"" Green Ball Led"	1.000 PC @ 111.30 per PC	111.30	0.00	
Visit Total		111.30	0.00	
Total				111.30
TS Garfield / Pomona Date Completed:08/17/2023 Work Order:8000012604 Contract #:7000000022 Description : EB OR WB YELLOW BLACKED OUT Response : Fnd wb traffic only - fnd wb ovh yel b/o - fnd needed traffic control assist - 10-23 for assist - r/r with new 12' yel ball led tinted - hooked up and fnd ops w/w - also cleaned detector camera as needed and fnd ops w/w - ok.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
"Replace 12"" Yellow Ball	1.000 PC @ 111.30 per PC	111.30	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO**Work Order Completion Period : 08/01/2023 to 08/31/2023**

CITY OF MONTEBELLO - Generic

Visit Total		111.30	0.00	
Total				111.30
TS Beverly / Bradshawe Date Completed:08/19/2023 Work Order:8000012745 Contract #:7000000022 Description : CALL PD I/S BO Response : CALL I/S BO VERIFIED OBS SAFTEY LIGHTS ON CHECKED SERVICE OBS BREAKER TRIPPED. TURN BREAKER BACK ON I/S ON FLASH RESET I/S ALL OPS W.W.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (OT)	2.000 HR @ 136.00 per HR	272.00	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	
Visit Total		330.80	0.00	
Total				330.80
TS Montebello / Lincoln Date Completed:08/20/2023 Work Order:8000012755 Contract #:7000000022 Description : I/S Flash Response : CALL I/S FLASH-VER#D OBS CMU ON WDT ERROR POSSIBLE POWER OUTAGE. CHECKED TIMING ALL OK RESET CONTROLLER ALL OPS W.W.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (PT)	2.000 HR @ 162.75 per HR	325.50	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	
Visit Total		384.30	0.00	
Total				384.30
TS Greenwood / Union Date Completed:08/20/2023 Work Order:8000012758 Contract #:7000000022 Description : I/S FLASH Response : CALL I/S FLASH-VERIFIED OBS CMU ON WDT ERROR POSSIBLE POWER OUTAGE. CHECKED TIMING ALL OK RESET CONTROLLER ALL OPS W.W.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (PT)	2.000 HR @ 162.75 per HR	325.50	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Visit Total	384.30	0.00	
Total			384.30

Date Completed:08/20/2023 Work Order:8000012783 Contract #:7000000022

Description : MULTIPLE I/S BLACKED OUT

Response :CALL I/S BO

Greenwood / Beech- NOT VERIFIED OBS I/S ON FLASH- CHECKED TIMING ALL OK REST I/S ALL OPS W.W

Greenwood / Mines- I/S BO VERIFIED OBS METER WITH POWER CHECKED CABINET FLASHER BAD. INSTALLED NEW 204 FLASHER CMU ON WDT ERROR CHECKED TIMING RESET I/S ALL OPS W.W

Whittier / 10th-NOT VERIFIED I/S UP AND RUNNING NORMAL OPS

CALL I/S BO

Greenwood / Beech- NOT VERIFIED OBS I/S ON FLASH- CHECKED TIMING ALL OK REST I/S ALL OPS W.W

Greenwood / Mines- I/S BO VERIFIED OBS METER WITH POWER CHECKED CABINET FLASHER BAD. INSTALLED NEW 204 FLASHER CMU ON WDT ERROR CHECKED TIMING RESET I/S ALL OPS W.W

Whittier / 10th-NOT VERIFIED I/S UP AND RUNNING NORMAL OPS

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (PT)	4.000 HR @ 162.75 per HR	651.00	0.00	
SERVICE BUCKET TRUCK	4.000 HR @ 29.40 per HR	117.60	0.00	
FLASHER	2.000 PC @ 55.77 per PC	111.54	0.00	
Visit Total		880.14	0.00	
Total				880.14

TS Garfield / Pomona

Date Completed:08/22/2023 Work Order:8000012917 Contract #:7000000022

Description : NB L/T YLW SIGNAL DOOR OPEN

Response :Found nb ovh yel door slightly open - shut as needed and secured - ops w/w.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.500 HR @ 110.25 per HR	275.63	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
Visit Total		349.13	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Total				349.13
TS Olympic / Montebello Date Completed:08/28/2023 Work Order:8000013858 Contract #:7000000022 Description : EB/WB STUCK ON RED Response : Not verified - fnd intersection in flash - fnd in RxR flash with RxR arms down - monitored and fnd arms stuck down - notified UPRR about ops - will follow up if needed - ops left as is.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.000 HR @ 110.25 per HR	220.50	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	
Visit Total		279.30	0.00	
Total				279.30
TS Olympic / Vail Date Completed:08/28/2023 Work Order:8000013880 Contract #:7000000022 Description : SB SIGNAL TURNED Response : Aligned signal as needed and secured - fnd yel indication visor missing and grn visor hanging - fnd had to repair grn indication visor as needed and secured back on - fnd ops ok - w/w.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65
Date Completed:08/29/2023 Work Order:8000016727 Contract #:7000000022 Description : INTERSECTION ON FLASH Response : Call - I/S was in Flash and found VDC Fail. Checked voltage on P/S, BAD. Replaced P/S w/New. Reset I/S. OPS, WW.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (OT)	2.500 HR @ 136.00 per HR	340.00	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
9910-7000 -	1.000 PC @	827.39	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Power Supply System	827.39 per PC			
Visit Total		1,240.89	0.00	
Total				1,240.89
TS Slauson / Chapin Date Completed:08/29/2023 Work Order:8000016740 Contract #:7000000022 Description : NWC S/L B/O Response : GOT MATERIALS FROM SHOP. R/R 1-10AMPS FUSE AT NWC S/L.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.500 HR @ 110.25 per HR	275.63	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
REPLACE FUSE	1.000 PC @ 10.00 per PC	10.00	0.00	
Visit Total		359.13	0.00	
Total				359.13
TS Telegraph / Slauson Date Completed:08/29/2023 Work Order:8000016741 Contract #:7000000022 Description : SWC ISNS B/O Response : T/S & FOUND WIRES ARE MISSING AT H/H/C TO LB. WILL F/U WITH NEW WIRES LATER.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65
TS Greenwood / Sycamore Connector Date Completed:08/29/2023 Work Order:8000016742 Contract #:7000000022 Description : NEC ISNS B/O Response : R/R 2-F72T12CW TUBES AT NEC ISNS.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
ISNS Repair (Relamp - 6')	2.000 PC @ 13.32 per PC	26.64	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO**Work Order Completion Period : 08/01/2023 to 08/31/2023**

CITY OF MONTEBELLO - Generic

LAMP FLR F72T12 55W	2.000 PC @ 0.00 per PC	0.00	0.00	
Visit Total		166.29	0.00	
Total				166.29

TS Vail Avenue / Flotilla Street
Date Completed:08/29/2023 Work Order:8000016743 Contract #:7000000022

Description : SWC S/L B/O**Response :**R/R 1-200W HPS BULB AT SWC S/L.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
SL HPS 200W (H137)	1.000 PC @ 33.20 per PC	33.20	0.00	
Visit Total		172.85	0.00	
Total				172.85

TS Washington / Greenwood
Date Completed:08/29/2023 Work Order:8000016744 Contract #:7000000022

Description : SEC TYPE 15 POLE B/O**Response :**T/S-FOUND NO POWER TO POLE. COULD NOT GET INSIDE P/B TO REPLACE FUSE DUE TO LID IS STUCK TO P/B. WILL NEED TO BREAK LID BUT NO NEW #6 LID TO REPLACE IT. WILL F/U LATER.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65

TS Olympic / Greenwood
Date Completed:08/29/2023 Work Order:8000016745 Contract #:7000000022

Description : ALL S/L & ISNS ARE B/O**Response :**T/S- FOUND MISSING PEC INSIDE SERVICE. INSTALLED 1 PEC AND CHK OPS. ALL ARE WORKING OK.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
REPL PHOTOCELL	1.000 PC @ 14.01 per PC	14.01	0.00	
Visit Total		153.66	0.00	
Total				153.66

TS Montebello / Cleveland

Date Completed:08/29/2023 Work Order:8000016746 Contract #:7000000022

Description : ALL S/L ARE B/O

Response :R/R 1-PEC INSIDE SERVICE DUE TO MISSING. CHK OPS AND W/W.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
REPL PHOTOCELL	1.000 PC @ 14.01 per PC	14.01	0.00	
Visit Total		153.66	0.00	
Total				153.66

TS Montebello / La Merced

Date Completed:08/29/2023 Work Order:8000016747 Contract #:7000000022

Description : NEC S/L B/O

Response :R/R 1 CAPACITOR AT NEC S/L.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
CAPACITOR	1.000 PC @ 60.35 per PC	60.35	0.00	
Visit Total		200.00	0.00	
Total				200.00

TS Montebello / Victoria

Date Completed:08/29/2023 Work Order:8000016748 Contract #:7000000022

Description : NEC S/L B/O

Response :R/R 1 CAPACITOR. CHK OPS AND W/W.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
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Traffic Signal Maintenance for CITY OF MONTEBELLO**Work Order Completion Period : 08/01/2023 to 08/31/2023**

CITY OF MONTEBELLO - Generic

ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
CAPACITOR	1.000 PC @ 60.35 per PC	60.35	0.00	
Visit Total		200.00	0.00	
Total				200.00

TS Howard / Lincoln

Date Completed:08/29/2023 Work Order:8000016749 Contract #:7000000022

Description : SWC S/L B/O**Response :**R/R 1-200W HPS BULB AT SWC S/L.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
SL HPS 200W (H137)	1.000 PC @ 33.20 per PC	33.20	0.00	
Visit Total		172.85	0.00	
Total				172.85

TS Wilcox / Madison

Date Completed:08/29/2023 Work Order:8000016750 Contract #:7000000022

Description : SWC S/L B/O**Response :**R/R1-250W HPS BULB AT SWC S/L.

Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (OT)	1.000 HR @ 136.00 per HR	136.00	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
SL HPS 250W (H131)	1.000 PC @ 33.20 per PC	33.20	0.00	
Visit Total		198.60	0.00	
Total				198.60

TS Whittier Blvd / Concourse

Date Completed:08/29/2023 Work Order:8000016751 Contract #:7000000022

Description : ALL S/L ARE B/O**Response :**R/R 1 PEC INSIDE TYPE III SERVICE DUE TO MISSING (VANDALIZED).

Item	Qty and Unit Cost	Extra Charges	Routine Charges	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

ELECTRICIAN (OT)	2.000 HR @ 136.00 per HR	272.00	0.00	
SERVICE BUCKET TRUCK	2.000 HR @ 29.40 per HR	58.80	0.00	
REPL PHOTOCELL	1.000 PC @ 14.01 per PC	14.01	0.00	
Visit Total		344.81	0.00	
Total				344.81
TS Whittier Blvd / Montebello Date Completed:08/30/2023 Work Order:8000016771 Contract #:7000000022 Description : NB L/T STUCK ON RED Response : Fnd due to nb lt closed for construction work at s/s leg - fnd no sign out for "no lt/uturn" - notified contractor on site to place up needed signage - ops ok.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65
TS Washington / Bluff Date Completed:08/30/2023 Work Order:8000016832 Contract #:7000000022 Description : SEC & SWC S/L#S ARE B/O Response : GOT MATERIALS AT SHOP. R/R 2-250W HPS BULBS AT SEC & SWC S/L.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.500 HR @ 110.25 per HR	275.63	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
SL HPS 250W (H131)	2.000 PC @ 33.20 per PC	66.40	0.00	
Visit Total		415.53	0.00	
Total				415.53
TS Beverly / Rea Date Completed:08/30/2023 Work Order:8000016833 Contract #:7000000022 Description : ALL S/L ARE B/O Response : T/S-FOUND MISSING JUMPER AT METER SOCKET DUE TO VANDALIZED.				

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

INSTALLED NEW JUMPER AND SECURED METER COVER. TESTED LIGHTS AT LOCATION AND W/W				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
IGNITOR	1.000 PC @ 57.26 per PC	57.26	0.00	
Visit Total		196.91	0.00	
Total				196.91
TS Beverly / Taylor Date Completed:08/30/2023 Work Order:8000016834 Contract #:7000000022 Description : SEC ISNS B/O Response : R/R 2-F72T12CW TUBES AT SEC ISNS.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	L
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
ISNS Repair (Relamp - 6')	2.000 PC @ 13.32 per PC	26.64	0.00	
Visit Total		166.29	0.00	
Total				166.29
TS Beverly / Hay Date Completed:08/30/2023 Work Order:8000016835 Contract #:7000000022 Description : NEC S/L B/O Response : R/R1-250W HPS BULB & 1 GE IGNITOR AT NEC S/L.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
SL HPS 250W (H131)	1.000 PC @ 33.20 per PC	33.20	0.00	
Visit Total		172.85	0.00	
Total				172.85

Traffic Signal Maintenance for CITY OF MONTEBELLO**Work Order Completion Period : 08/01/2023 to 08/31/2023**

CITY OF MONTEBELLO - Generic

TS Montebello / Cleveland Date Completed:08/31/2023 Work Order:8000016904 Contract #:7000000022 Description : Flaah Response : Found cmu shows wet error and controller with BADA - placed in cab flash and ck dopa - fnd able to reset and programmed per city timing sheet - reset cmu and then intersection and fnd ops w/w - w/m ok.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
Visit Total		139.65	0.00	
Total				139.65
TS Garfield / Via Paseo Date Completed:08/31/2023 Work Order:8000016924 Contract #:7000000022 Description : ALL ISNS & S/L ARE B/O Response : WENT TO SHOP AND P/U MATERIALS. T/S-FOUND NO POWER TO POLES. CHK BREAKER BOX AND FOUND 30AMPS BREAKER TRIPPED. RESET BREAKER & TESTED LIGHTS AND ALL W/W.				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	
ELECTRICIAN (RT)	2.500 HR @ 110.25 per HR	275.63	0.00	
SERVICE BUCKET TRUCK	2.500 HR @ 29.40 per HR	73.50	0.00	
Visit Total		349.13	0.00	
Total				349.13
TS Lincoln / Maple Date Completed:08/31/2023 Work Order:8000016925 Contract #:7000000022 Description : NWC ISNS B/O Response : R/R 2-F72T12CW TUBES AT NWC ISNS				
Item	Qty and Unit Cost	Extra Charges	Routine Charges	L
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00	
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00	
ISNS Repair (Relamp - 6')	2.000 PC @ 33.20 per PC	66.40	0.00	
Visit Total		206.05	0.00	

Traffic Signal Maintenance for CITY OF MONTEBELLO

Work Order Completion Period : 08/01/2023 to 08/31/2023

CITY OF MONTEBELLO - Generic

Total			206.05
TS Whittier Blvd / Concourse Date Completed:08/31/2023 Work Order:8000016926 Contract #:7000000022 Description : SEC S/L CYCLE Response :R/R 1-200W HPS BULB AT SEC S/L.			
Item	Qty and Unit Cost	Extra Charges	Routine Charges
ELECTRICIAN (RT)	1.000 HR @ 110.25 per HR	110.25	0.00
SERVICE BUCKET TRUCK	1.000 HR @ 29.40 per HR	29.40	0.00
SL HPS 200W (H137)	1.000 PC @ 33.20 per PC	33.20	0.00
Visit Total		172.85	0.00
Total			172.85
TS Wilcox / Lincoln Date Completed:08/31/2023 Work Order:8000016927 Contract #:7000000022 Description : NWC ISNS BLACKED OUT Response :R/R 2-F72T12CW TUBES AT NWC ISNS. UNLOADED TRASH AT SHOP.			
Item	Qty and Unit Cost	Extra Charges	Routine Charges
ELECTRICIAN (RT)	1.500 HR @ 110.25 per HR	165.38	0.00
SERVICE BUCKET TRUCK	1.500 HR @ 29.40 per HR	44.10	0.00
ISNS Repair (Relamp - 6')	2.000 PC @ 13.32 per PC	26.64	0.00
Visit Total		236.12	0.00
Total			236.12
		Extra Charges	Routine Charges
Report Total		10,645.38	0.00
			Total Charges
			10,645.38

	Locations Serviced
Total	40

Invoice

Cust PO No
EmailCust PO Date
05/17/2022

Quotation No

Invoice No
5610284277Date
07/18/2023Sales Order No
3009099065Sales Ord Date
05/17/2022Lock Box No
23433Customer No
30464259

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Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
200	TYZ:RCM_MFX_INTRSC Montebell & LincolnNew Type 17BPoleShaft Montebello/Lincoln Furnish and install Type 17B shaft on SEC existing foundation Furnish and install a new Type 17B-1-70 pole shaft at the subject location above on the existing foundation. Re-using the existing mast arm, luminaire arm, and IISNS. Furnish and install a new 12" 3-section MAS signal head with R,Y,G thru indications, SV-1-T LOD framework, 12" 3-section LOD signal head with R,Y,G thru indications and SP-1-T LOD with LED countdown module and new LED fixture. Install all necessary wiring and check for proper operations.	PC	1		14,495.00

Total Wt.: 0 KG

Currency: USD

Invoice Total:

14,495.00

Payment Terms: Net Due 30 Days

Net Due By: 08/17/2023

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

YUNEX TRAFFIC

Yunex LLC
1026 E. Lacy Ave
Anaheim, CA 92805
714.284.0206
714.284.1150 Fax
<https://yunextraffic.com>

July 18, 2022

Rita Montalvo
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Montebello & Lincoln; Furnish and install new 17B pole shaft on the SEC

Dear Ms. Montalvo:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Furnish and install a new Type 17B-1-70 pole shaft at the subject line location on the existing foundation. Yunex will re-use the existing mast arm, luminaire arm, and IISNS. Yunex will furnish and install a new 12" 3-section MAS signal head with R,Y,G thru indications, SV-1-T LOD framework, 12" 3 section LOD signal head with R,Y,G thru indications and SP-1-T LOD with LED countdown module and new LED fixture. The below listed price includes all labor, equipment, and material to restore the intended operation.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$14,495.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 20th day of July, 2022.

YUNEX LLC



Joshua Ferras

Service Account Manager

City of Montebello

By: Rita Montalvo

Title: Assistant Public Works Director

Invoice

Cust PO No
EmailCust PO Date
05/17/2022

Quotation No

Invoice No
5610284299Date
07/18/2023Sales Order No
3009099065Sales Ord Date
05/17/2022Lock Box No
23433Customer No
30464259

Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
600	TYZ:RCM_MFX_INTRSC Flotilla & Vail; Install new Type 19 Pol Vail/Flotilla Furnish and install Type 19-4-80 1992 pole shaft Load existing pole, mast arm and luminaire arm from yard. Remove temporary 1A pole at location. Patch holes on the existing pole shaft and install on existing foundation. We will be reusing the existing mast arm, luminaire arm, ped indicators, and IISNS. Use new 12" 3 Section head with R,Y,G thru indicators, SV-2-T framework to convert previously installed TV-2-T heads from 1A pole. Relocate new equipment from 1A temp pole to the Type 19 pole. Install new Leotek LED fixture and pedestrian push button assembly. Bring back temp 1A plate/pole to Anaheim. Use new LB for IISNS.	PC	1		14,595.00

Total Wt.:		0 KG	Currency: USD	Invoice Total:	14,595.00
Payment Terms: Net Due 30 Days				Net Due By: 08/17/2023	
"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL-N" / "ECCN-N" or label "AL-9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."					
"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."					
Page 357 of 54					

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

November 3, 2022

Rita Montalvo
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Vail & Flotilla; Furnish and install a Type 19 pole shaft on the NEC

Dear Ms. Montalvo:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Furnish and install a used Type 19-4-80 pole shaft per the 1992 Caltrans Standard Plans at the subject line location on the existing foundation. This will replace the previously knocked down mast arm signal pole that currently has a temporary 1A pole in operation. Yunex will re-use the existing mast arm, luminaire arm, pedestrian indication and IISNS. Yunex will furnish and install a new 12" 3-section MAS signal head with R,Y,G thru indications, SV-2-T framework to convert the previously installed TV-2-T signal heads currently in use on the temporary 1A pole. Yunex will furnish and install a new Leotek LED fixture and pedestrian push button assembly. The below listed price includes all labor, equipment, and material to restore the intended operation.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$14,595.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 03 day of 11, 2022.

YUNEX LLC



Joshua Ferras

Project Manager

City of Montebello

By: Rh Montalvo

Title: Assistant Director of PW

Invoice

Cust PO No Email	Cust PO Date 05/17/2022	Quotation No	Invoice No 5610284341	Date 07/18/2023
Sales Order No 3009099065	Sales Ord Date 05/17/2022	Lock Box No 23433	Customer No 30464259	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
700	TYZ:RCM_MFX_INTRSC Beverly & Howard; Install new Polara APS Beverly/Howard Furnish and install new APS on the NWC Furnish and install a new Type (1) Polara 2-wire PPB INS29UN1-Y at the subject line location. During the recent traffic collision that damaged the existing Type 17 pole shaft, the APS was destroyed on the existing pedestrian push button post in front of the pole. Re-install a new PPB on the existing foundation and a standard bulldog push button.	PC	1		1,695.00

Total Wt.:	0 KG	Currency: USD	Invoice Total:	1,695.00
Payment Terms: Net Due 30 Days			Net Due By: 08/17/2023	

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

June 23, 2022

Rita Montalvo
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Beverly & Howard; Furnish and install new Polara APS button on the NWC

Dear Ms. Montalvo:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Furnish and install a new Type (1) Polara 2-wire PPB INS29UN1-Y at the subject line location. During the recent traffic collision that damaged the existing Type 17 pole shaft, the APS was destroyed on the existing pedestrian push button post in front of the pole. Yunex was able to re-install a new PPB on the existing foundation and a standard bulldog push button until a new APS installation was approved. The below listed price includes all labor, equipment, and material to restore the intended operation.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$1,695.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 27 day of December, 2022.

YUNEX LLC



Joshua Ferras

Service Account Manager

City of Montebello

By: Rita Montalvo

Title: Assistant PW Director

Invoice

Cust PO No Email	Cust PO Date 05/17/2022	Quotation No	Invoice No 5610284346	Date 07/18/2023
Sales Order No 3009099065	Sales Ord Date 05/17/2022	Lock Box No 23433	Customer No 30464259	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
400	TYZ:RCM_MFX_INTRSC Beverly & Howard; Install Type 17B Pole Beverly/Howard Furnish and install new 17B-1-70 1988 pole shaft on NWC Install a new Type 17B-1-70 pole shaft on existing foundation. Reused existing mast arm and equipment.	PC	1		14,175.00

Total Wt.:	0 KG	Currency: USD	Invoice Total:	14,175.00
Payment Terms: Net Due 30 Days			Net Due By: 08/17/2023	

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

June 17, 2022

Rita Montalvo
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Beverly & Howard; Furnish and install new 17B pole shaft on the NWC

Dear Ms. Montalvo:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Furnish and install a new Type 17B-1-70 pole shaft at the subject line location on the existing foundation. Yunex will re-use the existing mast arm, luminaire arm, IISNS, and recently replaced LED fixture from the recent collision. Yunex will furnish and install a new 12" 3-section MAS signal head with R,Y,G thru indications, SV-1-T LOD 12" 3 section signal head with R,Y,G thru indications and SP-1-T LOD with LED countdown module. The below listed price includes all labor, equipment, and material to restore the intended operation.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$14,175.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 21 day of September, 2022.

YUNEX LLC



Joshua Ferras

Service Account Manager

City of Montebello

By: Rita Montalvo

Title: Assistant Public Works Director

Invoice

Cust PO No
EmailCust PO Date
05/17/2022

Quotation No

Invoice No
5610284313Date
07/18/2023Sales Order No
3009099065Sales Ord Date
05/17/2022Lock Box No
23433Customer No
30464259

Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
500	TYZ:RCM_MFX_INTRSC Whittier & 5th; Install new 170ATC Contr Whittier/5th Furnish and install new 170ATC/H11 w Q-UART Controller Install a new 170ATC/H11 with Q-UART controller unit due to the existing controller is obsolete.	PC	1		4,995.00

Total Wt.: 0 KG

Currency: USD

Invoice Total:

4,995.00

Payment Terms: Net Due 30 Days

Net Due By: 08/17/2023

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance necessary to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

September 26, 2022

Rita Montalvo
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Whittier & 5th; Furnish and install new 170 Controller

Dear Ms. Montalvo:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Upon your authorization, Yunex Traffic will furnish and install a new 170ATC/H11 with Q-UART controller unit at the subject line location. The existing city owned controller had multiple WDT errors and is obsolete, irreparable and this location is currently operating with a Yunex owned spare controller unit. The below listed price includes all material, labor, and equipment to repair and test the existing controller unit.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$4,995.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 26 day of September 2022.

Thank you,

YUNEX LLC



Joshua Ferras

Service Project Manager

City of Montebello

By: Rita Montalvo 9/26/22

Title: Assistant public Works Director

Invoice

Cust PO No Email	Cust PO Date 05/17/2022	Quotation No
Sales Order No 3009099065	Sales Ord Date 05/17/2022	Lock Box No 23433

Invoice No 5610284318	Date 07/18/2023
Customer No 30464259	Page 1 of 3

Bill To:	Sold To:	Ship To:
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640	CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO CA 90640

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#:	Ship Date:
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
300	TYZ:RCM_MFX_INTRSC Beverly& Taylor; RMA 170 Controller Unit Beverly/Taylor RMA 170E controller Repaired city owned 170E controller with serial number 19675.	PC	1		1,495.00

Total Wt.:	0 KG	Currency: USD	Invoice Total:	1,495.00
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Payment Terms: Net Due 30 Days	Net Due By: 08/17/2023
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"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

YUNEX LLC TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Yunex LLC ("Products"). Any applicable addenda, these terms, Yunex LLC proposal, price quote, purchase order, or acknowledgement issued by Yunex LLC form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Yunex LLC' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Yunex LLC unless separately signed by Yunex LLC. Yunex LLC' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Yunex LLC' proposal, or if none are stated; (ii) Yunex LLC' standard prices in effect when Yunex LLC receives Buyer's purchase order; or if neither (i) or (ii) apply, then Yunex LLC' standard prices in effect when the Products ship.

(a) **Payment.** Unless stated in Yunex LLC' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval.** All orders are subject to credit approval by Yunex LLC. Yunex LLC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Yunex LLC may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Yunex LLC may recover shipped Products from the carrier pending such assurances.

(c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Yunex LLC holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Yunex LLC, Yunex LLC' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Yunex LLC. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Yunex LLC harmless from any taxes, costs and penalties arising from same. Yunex LLC' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Yunex LLC of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Yunex LLC of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) **Suspension/Termination Right.** Yunex LLC may suspend work if an undisputed invoice is more than thirty (30) days past due. Yunex LLC may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Yunex LLC may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Yunex LLC point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Yunex LLC may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Yunex LLC is not liable for any loss or expense incurred by Buyer or Buyer's customers if Yunex LLC fails to meet its delivery schedule.

4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Yunex LLC has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Yunex LLC based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Yunex LLC will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Yunex LLC; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Yunex LLC will ship the Products by normal transportation means to Buyer or to a storage location selected by Yunex LLC. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Yunex LLC' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Yunex LLC. When conditions permit and upon payment to Yunex LLC of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. **FORCE MAJEURE / DELAYS.** If Yunex LLC' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Yunex LLC' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Yunex LLC will notify Buyer within a reasonable time after becoming aware of any such delay.

7. **BUYER'S REQUIREMENTS.** Yunex LLC' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Yunex LLC to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Yunex LLC may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. **INDEMNITY.** Yunex LLC and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. **WARRANTIES.** (a) **Warranties.** Yunex LLC warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Yunex LLC' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Yunex LLC has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Yunex LLC. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Yunex LLC or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Yunex LLC' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Yunex LLC, at Buyer's expense, or granting Yunex LLC reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Yunex LLC under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Yunex LLC does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Yunex LLC' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Yunex LLC agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Yunex LLC to perform its warranty obligations; (iii) transportation to and from the Yunex LLC factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Yunex LLC.

(f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) **THE WARRANTIES IN THIS ARTICLE 9 ARE YUNEX LLC' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. YUNEX LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YUNEX LLC IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

YUNEX LLC' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY YUNEX LLC FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF YUNEX LLC HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO YUNEX LLC' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. **PATENT AND COPYRIGHT INFRINGEMENT.** Yunex LLC will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Yunex LLC. Buyer will promptly give Yunex LLC written notice of the suit or proceeding and the authority, information, and assistance needed to defend or settle the suit or proceeding.

claims. Yunex LLC shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Yunex LLC and shall not enter into a settlement without Yunex LLC' consent. Yunex LLC is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Yunex LLC will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Yunex LLC will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Yunex LLC to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Yunex LLC, Buyer must protect Yunex LLC in the same manner and to the same extent that Yunex LLC has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF YUNEX LLC' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Yunex LLC has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Yunex LLC' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Yunex LLC from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Yunex LLC confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Yunex LLC agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Yunex LLC' obligations or performance under this Agreement, Yunex LLC may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Yunex LLC; an entity in litigation with Yunex LLC; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Yunex LLC may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH YUNEX LLC AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Yunex LLC maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Yunex LLC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Yunex LLC' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Yunex LLC, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Yunex LLC. Yunex LLC has the right, in its sole discretion, to permit or reject any such return. Yunex LLC' authorization to return any Product to Yunex LLC does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Yunex LLC, Yunex LLC will issue a credit memo to Buyer, less applicable re-stocking fees. Yunex LLC reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Yunex LLC, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Yunex LLC harmless, and waives and will require its insurers to waive all right of recovery against Yunex LLC for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Yunex LLC' negligence. Yunex LLC' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Yunex LLC deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

February 14, 2022

Dennis Barnes
City of Montebello
1600 West Beverly Road
Montebello, CA 90640

RE: Beverly & Taylor; Repair City owned controller unit

Dear Mr. Barnes:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Upon your authorization, Yunex Traffic will repair the existing City owned 170E controller unit serial number 29675 from the subject line location. This controller unit had a constant BADA several times within one week and is currently operating on a Yunex temporary controller unit. The below listed price includes all material, labor, and equipment to restore intended operation.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$1,495.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 21 day of September, 2022.

Thank you,

YUNEX LLC



Joshua Ferras

Service Account Manager

City of Montebello

By: Rh Montalvo

Title: Assistant Public Works
director

Adopted
10/31/23
Kassakhian/Devine
Absent: Asatryan

RESOLUTION NO. 23-160

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA DISPENSING WITH COMPETITIVE BIDDING; APPROVING A CONTRACT AWARD THROUGH A COMPETITIVE REQUEST FOR PROPOSAL PROCUREMENT PROCESS; AND AUTHORIZING THE CITY **MANAGER OR DESIGNEE TO EXECUTE A MULTI-YEAR (THREE YEARS AND FIVE MONTHS) SERVICE AGREEMENT WITH YUNEX TRAFIC LLC FOR MAINTENANCE SERVICES FOR THE CITY'S TRAFFIC SIGNALS AND OTHER TRAFFIC-RELATED ELECTRICAL DEVICES IN THE AMOUNT OF \$2,975,058, WITH AN OPTION FOR TWO ONE-YEAR EXTENSIONS FOR A TOTAL AGREEMENT DURATION OF FIVE YEARS AND FIVE MONTHS AND TOTAL AGREEMENT AMOUNT OF \$5,499,529**

WHEREAS, the Public Works department is responsible for maintaining traffic signals and other electrically powered traffic devices, including preventive and responsive activities to preserve traffic signal infrastructure necessary for the safe and efficient utilization of the city's streets; and

WHEREAS, essential to these services is the ability to provide flexible, responsive, efficient, and effective services in order to maximize mobility and safety to the public; and

WHEREAS, due to the largely undefinable nature of this work, as well as the highly technical and complicated extent of the work including electrical trades and software and hardware maintenance, as well as emerging technologies, the procurement for a service provider for the Traffic-Related Electrical Devices Maintenance Program does not readily lend itself to a competitive bidding process; and

WHEREAS, a competitive Request for Proposal (RFP) process is better suited for obtaining a qualified service provider, as it allows for an evaluation of proposals based on important criteria that cannot be considered in a rigid low bid process, such as technical expertise and flexibility; and

WHEREAS, on June 26, 2023, the City of Glendale released a Request for Proposals (RFP) 2023-006 for the maintenance of traffic signals and other traffic-related electrical devices; and

WHEREAS, the RFP process was selected so that the service agreement will cover the wide-range of potential troubleshooting, maintenance and repair services that may be needed in the duration of the agreement that may currently be unknown or otherwise difficult to quantify; and

WHEREAS, the RFP was shared with experienced electrical contractors, posted on the city's website, and advertised in the Crescenta Valley Weekly; and

WHEREAS, on July 27, 2023, the city received three proposals and staff reviewed and evaluated all proposals based on the following criteria: qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control. Additionally, all proposers were interviewed; and

WHEREAS, based on a combination of written submittals and the results of the interviews, the Yunex Traffic LLC team was determined to be the top ranked firm for the Traffic-Related Electrical Devices Maintenance Program; and

WHEREAS, Yunex Traffic LLC has recent experience on a variety of Public Works maintenance programs of similar scope and cost such as for the cities of Anaheim, Garden Grove, and Newport Beach and they currently maintain traffic signals, streetlights, fiber optic, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of assorted sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons; and

WHEREAS, Yunex Traffic LLC proposed a robust signal maintenance program with a project team dedicated to Glendale, versatile capabilities and the ability to deploy additional resources to Glendale if needed; and

WHEREAS, Yunex Traffic LLC demonstrated they possess valuable expertise and in-house capabilities in troubleshooting communication systems and a sophisticated yet user-friendly asset management and activity tracking system; and

WHEREAS, Yunex Traffic LLC recently completed the Citywide Battery Backup System (BBS) Project for Glendale and their references were all positive; and

WHEREAS, bidding out the signal maintenance program may lead to increased costs such change orders and additional mobilization expense due to the nature of the program and responding emergency events, and

WHEREAS, Glendale City Charter, Article VI, Sec. 9 provides an exemption to competitive bidding where the Council determines it is in the best interest of the city to dispense with competitive bidding.

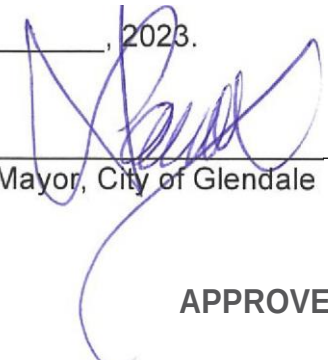
NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:

Section 1. The foregoing facts are deemed to be true and correct and are a basis for dispensing with competitive bidding and the Council hereby finds that it is in the best interests of the city to dispense with competitive bidding, approve a contract award through a competitive request for proposal procurement process, and authorize the execution of an agreement with the highest scoring proposer.

Section 2. The Council hereby:

- (1) Dispenses with competitive bidding; and
- (2) Authorizes the City Manager or a designee to execute a multi-year service agreement with Yunex Traffic LLC for the Maintenance of Traffic Signals and other Traffic-Related Electrical Devices in the amount of \$2,975,058 for three years and five months and authorizes an option for two one-year agreement extensions for a total agreement duration of five years and five months and total agreement amount of \$5,499,529.

Adopted this 31st day of October, 2023.



Mayor, City of Glendale

ATTEST:



City Clerk

APPROVED AS TO FORM AND CONTENT

CITY ATTORNEY

DATE Jz/SI

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF GLENDALE)

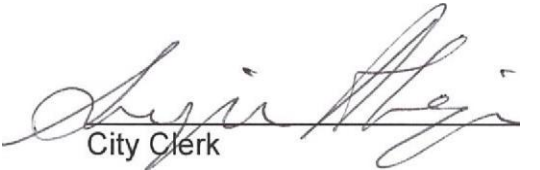
I, Suzie Abajian, Ph.D., City Clerk of the City of Glendale, certify that the foregoing Resolution No. 23-160 was Adopted by the Council of the City of Glendale, California, at a regular meeting held on the 31st day of October 2023, the same was adopted by the following vote:

Ayes: Devine, Kassakhian, Najarian, Brotman

Noes: None

Absent: Asatryan

Abstain: None



City Clerk

CITY OF GLENDALE'S
TRAFFIC SIGNAL
LOCATION MAP
EXHIBIT 1



LEGEND

- EXISTING 2070 CONTROLLER
- EXISTING SIGNAL (NOT OPERATED BY COG)
- ⋮ EXISTING 170 CONTROLLER
- ⊕ FUTURE SIGNAL (ON WAITING LIST)
- ⊕ TWO T.S. LOC. OPERATED BY ONE CONTROLLER

GENERAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND
YUNEX LLC.

THIS AGREEMENT ("Agreement"), effective February 1st, 2024 ("Effective Date"), is between the City of Glendale ("CITY"), a municipal corporation, and Yunex LLC. ("CONTRACTOR"), a California corporation _ (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.

B. CONTRACTOR represents that CONTRACTOR is, and will continue to be for this Agreement's duration, a California corporation in good standing which employs persons who are duly registered or licensed to practice in the State of California.

C. CONTRACTOR possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

D. CONTRACTOR desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONTRACTOR's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement's Term is three years and five months, beginning the Effective Date listed above, unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONTRACTOR shall provide routine preventive maintenance and extraordinary maintenance services of the City's traffic signals and other electrical traffic related electrical devices ("the Services"), in accordance with the Scope of Work, which is attached as Exhibit "A" to this Agreement and is incorporated into it by this reference. CONTRACTOR shall perform the Services at various locations throughout the City, which are identified in the Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations, attached hereto and incorporated herein as Exhibit "A-1" to this Agreement.

3.2. **Written Authorization.**

(A) CONTRACTOR shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONTRACTOR provides additional services or materials without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONTRACTOR proceeds at CONTRACTOR's own risk and without payment.

(B) CITY will authorize CONTRACTOR to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONTRACTOR to proceed with each task. Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONTRACTOR shall not exceed the not-to-exceed price in each Task Order. In performing each phase or task, CONTRACTOR shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONTRACTOR to incur expenditures in excess of the Maximum Cost, nor relieves CONTRACTOR from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONTRACTOR and its Subcontractors, subcontractors, employees, and agents (collectively, "CONTRACTOR PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONTRACTOR PARTIES shall perform the work described in this

Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES' profession currently practicing in California. By delivering the completed work, CONTRACTOR PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONTRACTOR's work product;
- (3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONTRACTOR and at no cost to CITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

3.4 Compliance with Law. All services performed and work rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having

jurisdiction in effect at the time service is rendered. CONTRACTOR represents and warrants that CONTRACTOR engages persons and entities who are duly registered or licensed as necessary to perform the services in the State of California. By delivering the completed work, CONTRACTOR represents and certifies that the work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

3.5 **Warranty.** CONTRACTOR shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence. CONTRACTOR warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense.

4.0 **TIME FOR PERFORMANCE**

4.1. CONTRACTOR shall complete all of the Services by July 1, 2027.

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONTRACTOR shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 **PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR's performance under this Agreement. CITY's Project Manager will

oversee the administration of CONTRACTOR's tasks under this Agreement.

5.2. **Key Personnel.** CONTRACTOR's project team shall work under the direction of the following key personnel **Steven Teal, Director of CS.** CONTRACTOR shall employ the key personnel. CONTRACTOR shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONTRACTOR. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities ("Subcontractors") that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR's duties. CITY is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and CITY. CONTRACTOR is as responsible for the performance of its Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONTRACTOR.

5.4. **Independent Contractor.**

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR's employees and SubCONTRACTORS. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR's own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONTRACTOR as to the details of doing the work, or to exercise a measure of control over the work, as giving CONTRACTOR direction only as to the work's end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONTRACTOR, an employee of

CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONTRACTOR shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONTRACTOR represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONTRACTOR prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONTRACTOR possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONTRACTOR's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONTRACTOR understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONTRACTOR and not of CITY. In performing the Services or the work under this Agreement, CONTRACTOR is liable for providing workers' compensation benefits to CONTRACTOR's employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONTRACTOR's failure to comply with this Paragraph.

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONTRACTOR with that State grant money, in whole or in part, CONTRACTOR must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONTRACTOR is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONTRACTOR states and represents that CONTRACTOR has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONTRACTOR, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:

- (1) CONTRACTOR is the subject or target of Economic Sanctions;
- (2) CONTRACTOR is conducting prohibited transactions with sanctioned individuals or entities; or
- (3) CONTRACTOR has failed to comply, in any manner, with the State Executive Order.

6.0 FACILITIES

6.1. CONTRACTOR shall provide all facilities necessary to fully perform and complete the Services. If CONTRACTOR needs to use a CITY facility, CONTRACTOR shall meet and confer with CITY before CONTRACTOR begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONTRACTOR, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONTRACTOR shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONTRACTOR's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONTRACTOR will be based upon CONTRACTOR's Fee Schedule/ or Hourly Rate, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** CITY shall pay for the Services that CONTRACTOR performs

in accordance with this Agreement at the hourly rate(s) specified in “Exhibit B”, the TOTAL amount of which is not to exceed **Two Million Nine Hundred Seventy-Five Thousand Fifty-Eight Dollars and Zero Cents (\$2,975,058.00)**.

7.3. If CITY requires additional work not included in this Agreement, CONTRACTOR and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONTRACTOR expressly acknowledges that the total cost to complete all tasks set forth in “Exhibit A” must not exceed **Two Million Nine Hundred Seventy-Five Thousand Fifty-Eight Dollars and Zero Cents (\$2,975,058.00)** (“Maximum Cost”). When CONTRACTOR has billed 75% of the Maximum Cost, CONTRACTOR shall provide written notice to CITY’s Project Manager that CONTRACTOR has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONTRACTOR shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR’s services under this Agreement.

7.6. **Invoices.** CONTRACTOR shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During this Agreement’s Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONTRACTOR shall provide CITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONTRACTOR makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONTRACTOR’s work product, CONTRACTOR represents that:

- (1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONTRACTOR waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of

CONTRACTOR's Scope of Work. Without CITY's prior written authorization, CONTRACTOR shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONTRACTOR or to which CONTRACTOR has access.

9.5. **Public Records Act.**

(A) CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 7920.000 *et seq.*), including its exemptions. CONTRACTOR acknowledges that CITY has no obligation to notify CONTRACTOR when a request for records is received.

(B) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(C) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONTRACTOR may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONTRACTOR fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

10.0 **CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONTRACTOR represents and certifies that:

(A) CONTRACTOR's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONTRACTOR will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONTRACTOR will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONTRACTOR and its SubCONTRACTORs shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONTRACTOR's and its SubCONTRACTORs' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A CONTRACTOR (including a subCONTRACTOR)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a CONTRACTOR (or a subCONTRACTOR) has provided a campaign contribution.

(B) CONTRACTOR acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONTRACTOR still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONTRACTOR and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONTRACTOR another contract which has a total

anticipated or actual value of \$50,000 or more, or awards CONTRACTOR a combination or series of contracts which have a value of \$50,000 or more.

(C) CONTRACTOR represents and certifies that:

- (1) CONTRACTOR has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONTRACTOR will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONTRACTOR shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONTRACTOR signs and delivers this Agreement to CITY, and during this Agreement's Term, CONTRACTOR shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit C" to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778— CONTRACTOR, its employees, agents, SubCONTRACTORS, and persons whom CONTRACTOR employs or hires (individually and collectively, "CONTRACTOR INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or

both, that arise out of, pertain to, or relate to an act, error, or omission of a CONTRACTOR INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, CONTRACTOR, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONTRACTOR INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONTRACTOR INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. CONTRACTOR INDEMNITOR's proportionate percentage of fault. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide CITY with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

- (1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence,

receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 5 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 5 days after receiving CITY's Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another CONTRACTOR, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which in CITY's sole determination, are sufficient to secure CONTRACTOR's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONTRACTOR's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONTRACTOR's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed to the termination date.

CITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONTRACTOR's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit C (Insurance Requirements)
- (3) Exhibit A & A-1 (Scope of Work) & (Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations)
- (4) Exhibit B – Fee Schedule

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. Governing Law; Jurisdiction.

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONTRACTOR or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and CITY acknowledge that the

Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this

Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONTRACTOR designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale
Dept.: Public Works Department
633 E. Broadway, Room 205
Glendale, CA 91206
Attn: Pastor Casanova, Principal Traffic Engineer
Tel. No.: 818-548-3945
Email: PCasanova@Glendaleca.gov

CONTRACTOR: Yunex LLC.
1026 E. Lacy Avenue
Anaheim, CA 92805,
Attn: Steven Teal, Director
Tel: (714) 497-5043
Email: steven.teal@yunextraffic.com

(D) At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By John Takhtalian
(Name) John Takhtalian
(Title) Assistant City Manager

Date: January 31, 2024

CONSULTANT:

By Steven Teal
(Name) Steven Teal
(Title) Director of Service

Date: January 30, 2024

PUBLIC WORKS DEPARTMENT REVIEWED	
NAME:	<u>Daniel Hernandez</u>
TITLE:	<u>Interim Public Works Director</u>
SIGNATURE:	<u>Daniel Hernandez</u>
DATE:	<u>January 31, 2024</u>

APPROVED AS TO FORM	
NAME:	<u>Miah Yun</u>
TITLE:	<u>Principal Assistant City Attorney</u>
SIGNATURE:	<u>Miah Yun</u>
DATE:	<u>January 31, 2024</u>

EXHIBIT LIST

Exhibit A: (10 pages)	Scope of Work
Exhibit A-1: (10 pages)	(Traffic Signals and Other Electrical-Related Traffic Device Locations)
Exhibit B: (5 page)	Fee Schedule/Hourly Rate
Exhibit C: (7 pages)	Insurance Requirements

Exhibit A – Scope of Work

The Contractor shall perform maintenance of all traffic-related electrical devices, as more particularly described and listed in Exhibit A-1 (Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations), including 245 traffic signals, 42 CCTV Camera locations, 12 hard-wired flashing beacon systems, 47 solar-powered wireless flashing beacon systems, one (1) in-roadway warning light systems, and miscellaneous electrical maintenance services for the City of Glendale. The Contractor shall have available and readily accessible all required vehicles, tools, equipment, apparatus, facilities, labor and material to perform all work necessary to maintain the traffic related electrical devices in compliance with latest State of California Department of Transportation (Caltrans) standards and specifications, as well as the latest City of Glendale Specifications.

The Contractor shall provide and maintain emergency service response on twenty-four (24) hours a day, seven (7) days per week basis, including all holidays. Service vehicles used by the Contractor shall be stocked with sufficient new spare traffic signal equipment to restore the signal systems to proper working order. The Contractor shall provide traffic control/lane closures that conform to latest editions of the California Manual on Uniform Traffic Control Devices (CAMUTCD) and Work Area Traffic Control Handbook (WATCH) manual.

Routine preventive maintenance shall be conducted in accordance with the schedule set forth at each traffic signal and other electrical-related traffic devices and will not require written authorization to proceed with work. CONTRACTOR shall commence work on extraordinary maintenance services to be performed upon receiving written authorization from CITY's project manager to proceed with the work except in case of emergencies. All work shall be provided in a timely manner to be mutually agreed by CITY and CONTRACTOR.

All routine preventive maintenance services shall be billed at a pre-determined flat rate, with extraordinary maintenance services to be paid at price quoted or at hourly rates (time and material) in accordance with the cost proposal per this RFP.

Proper documentation and record-keeping are essential components of any repair process. It is important for the Contractor to maintain accurate and detailed records of the repair process, including the date and time of the repair, the specific components that were repaired or replaced, and any issues or challenges encountered during the repair process.

Maintaining these records helps to ensure accountability and transparency, allowing for clear communication between the Contractor and the City. Additionally, detailed records can facilitate future maintenance and repairs by providing a comprehensive history of the system and its components.

A. ROUTINE PREVENTIVE MAINTENANCE

The contractor shall administer a comprehensive routine maintenance program designed to eliminate or reduce the incidents of malfunction, reduce operational complaints and extend the useful life of the equipment. All work shall conform to the latest edition of Caltrans Standard Specifications. All testing shall conform to the most recent NEMA Specifications.

The contractor shall repair, replace or otherwise render in good working condition defective parts of all traffic-related electrical devices. If a component should become obsolete or non-repairable, the Contractor shall report such condition to the City. The Contractor shall demonstrate or provide evidence that replacement is necessary.

1. Routine Preventive Maintenance for Traffic Signals

a. Monthly Routine Preventive Maintenance

- Check controller and cabinet for proper operation.
- Check and realign signal indications if necessary. Check for bent visors and backplates.
- Check and actuate each pedestrian push button for proper operation.
- Check all vehicular and pedestrian signals for proper operation and replace outages found. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs out of warranty will be replaced and invoiced to the City.
- Check intersection video detection system and Opticom (emergency vehicle preemption detectors). Confirm that video detection zones are at the proper locations. Confirm that all detector cards are working properly. Adjust detection zones or camera alignments if necessary.
- Check for general operation of communications and CCTV equipment. Assure all cabling are in place and electrical power is being provided to the equipment.

b. Three-Month Routine Preventive Maintenance (in addition to monthly maintenance)

- Vacuum and clean controller cabinet and contents.
- Check the time setting and match with timesheet on controllers.
- Check controller clock and adjust if necessary.
- Check loop detectors for possible exposed wires, cracks and pot holes.
- Check detector amplifiers and tune if necessary.
- Check detector extensions.
- Check all pull boxes and clean if necessary.
- Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.

c. Six-Month Routine Preventive Maintenance (in addition to monthly and 3-month maintenances)

- Check cabinets for vents, leaks, drainage, door locks, door alignment, fan operation, and air filter.
 - Lubricate cabinets including all moving parts, such as hinges and locks, to ensure smooth operation.
 - Replace air filter, if necessary, at no additional cost to the City. The Contractor shall replace existing air filter with new fabric type air filter in all cabinets at least once per twelve (12) months.
 - Check for wear and function of controllers.
 - Check ground rod clamp and wire and operation of ground fault receptacle.
 - Inspect integrity of splices.
 - Test battery backup system when present. Check battery voltage and make recommendations for battery replacement.
 - Perform night-time check of all safety lights and internally illuminated street name signs (IISNS). All malfunctioning safety lights identified in the routine check shall be repaired or replaced within three (3) working days. All IISNS shall be repaired or replaced within ten (10) working days.
- d. Yearly Routine Preventive Maintenance (in addition to monthly, 3-month, and 6-month maintenances)
- Clean and polish all lenses and reflectors.
 - Record the intensity of LED lenses if requested by City. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs not under warranty will be replaced and invoiced to the City.
 - Check weatherproof gasket seal on controller cabinets. Check for water accumulation and duct sealant.
 - Inspect poles for foundation cracks, loose base nuts, and missing loose hand hole covers.

2. Routine Preventive Maintenance for Flashing Beacons

a. Monthly Routine Preventive Maintenance for Hard-Wired Flashing Beacons.

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.
- Check operation of pedestrian push button assemblies and motion detection bollards if applicable.
- Check controller cabinet and clean if necessary.
- Check all pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

b. Monthly Routine Preventive Maintenance for Solar-Powered Wireless Flashing Beacons.

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.

- Check operation of pedestrian push button assemblies.
- Check and clean solar panels and ensure they are free from debris, dirt, bird droppings, and clear any shading from nearby trees that may affect their performance.
- Check battery voltage and make recommendations for battery replacement.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

3. Monthly Routine Preventive Maintenance for In-Roadway Warning Light System (IRWLS)

- Check visibility and operations of in-roadway warning lights.
- Clean window ramps as needed. Check for proper adhesion to the roadway surface.
- Check visibility and operations of LED enhanced pedestrian crossing symbols and signs. Check for secure attachment.
- Check operation of push button assembly.
- Check and clean cabinet if necessary. Check cabinet for secure attachment.
- Check pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Check wire trench cuts for sufficient loop sealant and fill where needed.
- Check solar-powered module if applicable. Check for secure attachment.
- Check battery voltage and make recommendations for battery replacement if applicable.
- Visually inspect the condition of the concrete or asphalt surrounding the IRWLS, ensuring that there are no cracks or potholes that could compromise the integrity of the system.

B. EXTRAORDINARY MAINTENANCE

Extraordinary maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic-related electrical devices that goes beyond the normal routine preventive Maintenance Program established by this Scope of Services. Generally, extraordinary maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole or cabinet knockdowns and other emergency situations, extraordinary maintenance requires written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the extraordinary maintenance work. Extraordinary maintenances may include, but not limited to the following:

1. Response to Emergency Call

The Contractor shall provide an emergency call-out list to all persons designated by the City. Emergency calls that require replacement of equipment will not require approval from the City before such replacements are commenced. Upon completion of emergency work, the Contractor shall inform the City that the emergency work has been completed. The Contractor shall notify the City within one working day of any change in traffic signal operation caused by controller replacement, timing changes, loss of communication or traffic collisions. The following events shall be considered emergency:

- a. Any signal controller malfunctions
- b. Burned-out traffic signal lamps*
- c. Signal equipment knockdowns
- d. Failure of pedestrian push button assembly
- e. Any wiring or electrical component that is exposed or poses a hazard to public safety.
- f. Damage caused by weather events, such as severe storms or flooding.
- g. Any other unforeseen circumstances that pose a threat to public safety or significantly impact the operation of the traffic system

* The replacement of burned-out lamp needs not be handled as an emergency provided that there are two (2) such signal indications still operative for each phase of traffic signal operation. See Section E for the maximum response time required for emergency and non-emergency calls.

2. Signal Upgrade and Modification

Upon request, the Contractor shall furnish and install or modify traffic signal vehicular and pedestrian indications, signal poles, foundations, conduits, pull boxes, signal mast arms, IISNS, safety lights, cabinet assemblies, signal controller assemblies, program modules, local intersection software, pedestrian push buttons (including tactile units), audible pedestrian signal device, vehicular detector units, loop detectors, detector lead-in cables (including connection to home runs), interconnect cables, conflict monitors, miscellaneous wiring and cables, and any other traffic signal equipment. The Contractor shall ensure that all newly installed or modified traffic signal equipment meets the applicable regulatory and industry standards City of Glendale specifications and is integrated effectively into the existing traffic signal system.

3. In-Roadway Warning Light System Repair

The Contractor shall remove malfunctioned components, deliver them to the manufacturer for replacement or repair, and reinstall them after receipt from the manufacturer. After replacement, the Contractor shall test the in-roadway warning light system to determine that all components are functional.

4. Underground Service Alert System (USA)

The City will send an email request to the signal maintenance contractor to initiate the USA marking process. It will be the responsibility of the Contractor to promptly respond to the email and complete the USA marking as required. The Contractor shall mark existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optics) for USA using a pipe locator. The Contractor shall complete the USA marking within one (1) working day after the City gives notice. USA work shall be performed in compliance with the requirements of California Government Code Section 4216, the latest USA guidelines available on the Internet at <http://www.digalert.org>. Only chalk based paint shall be used. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures.

5. Miscellaneous Extraordinary Maintenance Services

- a. The Contractor shall test new controllers, cabinets, and new signal equipment in the Contractor's laboratory and in the field prior to installation.
- b. The Contractor shall provide technical support when requested by the City for construction of new traffic signal and signal modification/upgrade projects.
- c. The Contractor shall implement timing changes at local intersections when requested by the City.
- d. The Contractor shall remove, repair, adjust, and/or install CCTV camera, auxiliary equipment and/or cabling.
- e. The Contractor shall install, program, activate, and remove the portable CCTV camera/recorder and video collection unit in the field. The Contractor shall pick up the unit from the City's office and return the unit upon completion.
- f. The Contractor shall install, repair, and program the portable speed radar sign in the field. The Contractor shall pick up the unit from the City's yard and return the unit upon completion.
- g. The Contractor shall inspect, test, and troubleshoot malfunctions of the fiber optic and copper, twisted pair communications system at the request of the City, including communications cables, modems, controllers, prom module, and terminal blocks in controller cabinets. The Contractor is not required to perform routine maintenance on these devices at a set schedule except as described on Routine Preventive Maintenance for Traffic Signals on page 26, Section 1, but is required to troubleshoot malfunctions upon notification

by the City and perform any required repairs. Repairs may include re-splicing of fiber optic cable pulling new cable(s) and/or repair/replacement of communications auxiliary equipment.

- h. The Contractor shall provide emergency response services 24 hours a day, 7 days a week in the event of any unexpected malfunctions or failures of the traffic signal system. The Contractor shall respond promptly to all emergency calls and shall take all necessary steps to restore the system to full operation as quickly as possible.
- i. The Contractor shall maintain accurate and up-to-date records of all maintenance and repair activities, including the date and time of the service, the specific equipment or components serviced, and any issues or challenges encountered during the service. These records shall be made available to the City upon request and shall be used to inform future maintenance and repair efforts.
- j. The Contractor shall provide regular updates to the City regarding the status of ongoing maintenance and repair activities, including any anticipated delays or disruptions. The Contractor shall work collaboratively with the City to develop and implement strategies to minimize any impact on traffic flow or public safety during these activities.

C. NEW TRAFFIC-RELATED ELECTRONICAL DEVICES

When the City accepts new equipment into service they will be included in the contract at the applicable base fee that corresponds to the device type, e.g. traffic signals, hard-wired flashing beacons, solar powered wireless flashing beacons, and in- roadway warning lighting (IRWL) systems commencing on the date of acceptance of the installation. The Contractor shall, upon notification by the City, immediately commence servicing such traffic signals, hard-wired flashing beacons, solar powered wireless flashing beacons, and in-roadway warning lighting (IRWL) systems.

D. PARTS, MATERIAL, AND FACILITY

The Contractor shall provide all traffic signal related parts and material necessary to provide the services described in this scope of work. The Contractor shall be responsible for maintaining a sufficient inventory of parts and materials necessary to complete all required services in a timely manner including but not limited to traffic signal cabinets, controllers, detectors, conflict monitors, lenses, visors, wire, relays, switches, lamps, poles, mast arms and other common replacement parts. This includes maintaining an adequate stock of spare parts to ensure prompt replacement of any malfunctioning or damaged equipment. The Contractor shall regularly assess inventory levels and adjust as necessary to ensure that all required parts and materials are readily available. The Contractor shall furnish spare parts when the original units

are in the laboratory for testing or repairs. The Contractor shall maintain at least one stand-by fully-tested complete signal cabinet in the Contractor's facility at all times.

E. RESPONSE TIME

During working hours of 7 a.m. to 4 p.m., Monday through Friday, the Contractor shall respond within thirty (30) minutes of receiving the call. During non-working hours, weekends, and holidays, the Contractor shall respond within one (1) hour for emergency calls and within the next normal working day for non-emergency calls.

Additionally, the Contractor shall ensure that there is always at least one fully equipped and properly functioning service vehicle available to respond to emergency calls. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats.

F. SALVAGED OR DAMAGED EQUIPMENT

All salvaged or damaged equipment remains the property of the City unless directed otherwise. If requested by the City, the Contractor shall deliver the equipment to the City's Yard for storage. When requested by the City, the Contractor will be responsible for disposing all damaged equipment at no additional cost to the City.

G. WARRANTY SERVICE

New equipment installed by the installing Contractor shall be covered with a material and workmanship warranty for (1) year after acceptance. The warranty shall include all labor, parts, and materials necessary to correct defects in the workmanship and materials used in the installation of the equipment, and shall commence on the date of acceptance of the installation by the City. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The installing Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work.

H. RECORDS

The Contractor shall be responsible for maintaining and updating of all maintenance records. All maintenance records, including routine preventive maintenance forms, shall be maintained at the Contractor's facility for a period of five (5) years. Any temporary changes made to traffic signal timing parameters shall be immediately brought to the attention of the City for record. The report and record keeping are considered part of the routine preventive maintenance tasks and no additional compensation will be provided by the City. The Contractor shall submit to the City the following reports:

1. Routine Preventive Maintenance Forms

The Contractor shall develop routine preventive maintenance forms to be approved by City. The forms shall be filled out for each location immediately after the routine maintenance work has been completed. The Contractor shall maintain a computerized database of all preventive maintenance records. The reports shall be delivered to the City the first week of every month or be available for the City to view through the internet. The reports shall include a summary of all preventive maintenance work completed during the previous month, including the location, date and time of service, and a description of the work performed. The reports shall also include any necessary comments or observations regarding the condition of the equipment or any recurring issues that require further attention.

2. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City the first week of every month. The report shall include the following:

- a. Time the service calls received by the Contractor, time arrived at the location, the number of hours spent for each repair.
- b. A complete record of all work that was performed during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each location.
- c. Date the preventive routine maintenance work was performed.
- d. Detailed monthly expenditure records of the type, quantities, and costs of all the City expenditures.
- e. A summary of any issues encountered during the previous month, including any delays or complications that may have impacted service delivery, and the steps taken to resolve them.
- f. A summary of any recommendations for improvements or upgrades to the City's traffic-related electronic devices and systems, including cost estimates and timelines for implementation.
- h. Any other relevant information related to the Contractor's services or the City's traffic-related electronic devices and systems.

The monthly activity report shall be submitted in a format approved by the City and shall be accompanied by any supporting documentation or invoices as required.

I. MEETING

The Contractor's technicians shall be available to meet with representatives from the City on a daily basis at a mutually agreed upon time and place in the City to review maintenance activities. The Contractor's signal maintenance manager shall be similarly available to meet with the City representatives as requested by the City. As

a baseline, the maintenance manager shall meet with the City on a quarterly basis and provide a summary of updates and/or issues that require resolution.

J. WAGES PAID TO CONTRACTOR'S WORKERS

Pursuant to California Labor Code Article 2, Wages, Section 1770-1781 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code Section 1771. Hence, the Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. relative to traffic signal maintenance. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City reminds all contractors and subcontractors of the adoption of SB 96, and advises them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a proposal. Subject to the exceptions set forth in Labor Code Section 1725.5, proposal from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on City's traffic-related electrical devices unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

Exhibit A-1- Traffic Signals and Other Electrical-Related Traffic Device Locations**INVENTORY OF TRAFFIC SIGNALS**

Location No.	Street	Cross Streets / Segments
1	Artsakh (previously Maryland Ave)	Wilson Ave
2	Artsakh (previously Maryland Ave)	Broadway
3	Artsakh (previously Maryland Ave)	Harvard St
4	Acacia Ave.	Chevy Chase Dr. / Tyler St.
5	Acacia Ave.	Glendale Ave.
6	Acacia Ave.	Verdugo Rd.
7	Adams St.	Broadway
8	Adams St.	Chevy Chase Dr.
9	Adams St.	Colorado St.
10	Adams St.	Wilson Ave.
11	Air Way / Flower St.	Pelanconi Ave. / San Fernando Rd.
12	Air Way / Grandview Ave.	San Fernando Rd.
13	Air Way	Sonora Ave.
14	Allen Ave.	Glenoaks Blvd.
15	Allen Ave.	San Fernando Rd.
16	Allen Ave.	Victory Blvd.
17	Americana Way	Central Ave.
18	Americana Way	Brand Blvd. / Harvard St.
19	Arden Ave.	Central Ave.
20	Arden Ave.	Pacific Ave.
21	Boston Ave.	Foothill Blvd.
22	Boston Ave.	Honolulu Ave.
23	Boynton St.	Chevy Chase Dr.
24	Brand Blvd.	Broadway
25	Brand Blvd.	California Ave.
26	Brand Blvd.	Caruso Ave.
27	Brand Blvd.	Cerritos Ave.
28	Brand Blvd.	Chevy Chase Dr.
29	Brand Blvd.	Colorado St.
30	Brand Blvd.	Doran St.
31	Brand Blvd.	Dryden St.
32	Brand Blvd.	Garfield Ave.
33	Brand Blvd.	Glenoaks Blvd.
34	Brand Blvd.	Lexington Dr.
35	Brand Blvd.	Lomita Ave.
36	Brand Blvd.	Los Feliz Rd.
37	Brand Blvd.	Maple St.
38	Brand Blvd.	Milford St.
39	Brand Blvd.	Monterey Rd.
40	Brand Blvd.	Palmer Ave.
41	Brand Blvd.	Ped. Crossing Btwn. Broadway / Harvard St.
42	Brand Blvd.	San Fernando Rd.
43	Brand Blvd.	Stocker St.
44	Brand Blvd.	Wilson Ave.
45	Broadview Dr.	Ocean View Blvd.
46	Broadview Dr.	Verdugo Rd.
47	Broadway	Central Ave.
48	Broadway	Chevy Chase Dr.
49	Broadway	Columbus Ave
50	Broadway	Everett St.
51	Broadway	Galleria Way
52	Broadway	Glendale Ave.
53	Broadway	Isabel St.

INVENTORY OF TRAFFIC SIGNALS

Location No.	Street	Cross Streets / Segments
54	Broadway	Jackson St.
55	Broadway	Kenwood St.
56	Broadway	Louise St.
57	Broadway	Orange St.
58	Broadway	Pacific Ave.
59	Broadway	Ped. Crossing Btwn. Lukens Pl. / Sinclair Ave.
60	Broadway	Brazil / San Fernando Rd.
61	Broadway	Verdugo Rd.
62	Burchett St.	Central Ave.
63	Burchett St.	Pacific Ave.
64	California Ave.	Central Ave.
65	California Ave.	Glendale Ave.
66	California Ave.	Isabel St.
67	California Ave.	Maryland Ave.
68	California Ave.	Orange St.
69	California Ave.	Pacific Ave.
70	California Ave.	San Fernando Rd.
71	Campus St.	Colorado St.
72	Canada Blvd.	Colina Dr.
73	Canada Blvd.	Country Club Dr. / San Maria Ave.
74	Canada Blvd.	Del Valle Ave.
75	Canada Blvd.	Glorietta Ave.
76	Canada Blvd.	Menlo Dr. / Verdugo Rd.
77	Canada Blvd.	Opechee Way
78	Canada Blvd.	Parking Lot #34 Dwy. / Verdugo Park
79	Canada Blvd.	Verdugo Rd. (S)
80	Canada Blvd.	Wabasso Way
81	Central Ave.	Chevy Chase Dr.
82	Central Ave.	Colorado St.
83	Central Ave.	Doran St.
84	Central Ave.	Dryden St.
85	Central Ave.	Galleria Way
86	Central Ave.	Glenoaks Blvd.
87	Central Ave.	Lexington Dr.
88	Central Ave.	Lomita Ave.
89	Central Ave.	Los Feliz Rd.
90	Central Ave.	Maple St.
91	Central Ave.	Milford St.
92	Central Ave.	Pioneer Dr.
93	Central Ave.	San Fernando Rd.
94	Central Ave.	Stocker St.
95	Central Ave.	Wilson Ave.
96	Central Ave.	Windsor Rd.
97	Cerritos Ave.	San Fernando Rd.
98	Chevy Chase Dr.	Colorado St.
99	Chevy Chase Dr.	Garfield Ave.
100	Chevy Chase Dr.	Glendale Ave.
101	Chevy Chase Dr.	Glenoaks Blvd.
102	Chevy Chase Dr.	Harvard St.
103	Chevy Chase Dr.	Harvey Dr.
104	Chevy Chase Dr.	Hospital Dwy.
105	Chevy Chase Dr.	Maple St.
106	Chevy Chase Dr.	Ped. Crossing Btwn. Boynton St. / La Boice Dr.

INVENTORY OF TRAFFIC SIGNALS

Location No.	Street	Cross Streets / Segments
107	Chevy Chase Dr.	San Fernando Rd.
108	Chevy Chase Dr.	Sinclair Ave
109	Chevy Chase Dr.	Verdugo Rd.
110	Chevy Chase Dr.	Wilson Ave.
111	Chevy Chase Dr	Windsor Rd
112	Civic Auditorium Dr.	Verdugo Rd.
113	College Dwy.	Mountain St.
114	Colorado St.	Columbus Ave
115	Colorado St.	Everett St.
116	Colorado St.	Galleria Way
117	Colorado St.	Glendale Ave.
118	Colorado St.	Louise St.
119	Colorado St.	Pacific Ave.
120	Colorado St.	Ped Crossing Btwn. Brand Blvd. / Central Ave.
121	Colorado St.	Ped Crossing Btwn. Everett St. / Glendale Ave.
122	Colorado St.	San Fernando Rd.
123	Colorado St.	Verdugo Rd.
124	Columbus Ave.	Wilson Ave.
125	Concord St.	Doran St.
126	Concord St.	Fairmont Ave.
127	Concord St.	Glenoaks Blvd.
128	Concord St.	Wilson Ave.
129	Crestmont Ct.	Verdugo Rd.
130	Doran St.	Glendale Ave.
131	Doran St	Geneva Ave / Balboa Ave
132	Doran St.	Jackson St.
133	Doran St.	Louise St.
134	Doran St.	Maryland Ave.
135	Doran St.	Orange St.
136	Doran St.	Pacific Ave.
137	Doran St.	San Fernando Rd.
138	Dryden St.	Pacific Ave.
139	Dunsmore Ave.	Foothill Blvd.
140	Dunsmore Ave.	Honolulu Ave.
141	El Cino Pl.	Ocean View Blvd. / Verdugo Rd.
142	Elk Ave.	San Fernando Rd.
143	Elm Ave.	Glenoaks Blvd.
144	Ethel St.	Glenoaks Blvd. / Rossmoyne Ave.
145	Fairmont Ave.	San Fernando Rd.
146	Fern Ln.	Verdugo Rd.
147	Flower St.	Justin Ave.
148	Flower St.	Paula Ave.
149	Flower St.	Sonora Ave.
150	Flower St.	Western Ave.
151	Foothill Blvd.	Lauderdale Ave.
152	Foothill Blvd.	Lowell Ave.
153	Foothill Blvd.	New York Ave.
154	Gardena Ave.	Los Feliz Rd.
155	Geneva St.	Glenoaks Blvd.
156	Geneva St.	Monterey Rd.
157	Glendale Ave.	Glenoaks Blvd.
158	Glendale Ave.	Harvard St.
159	Glendale Ave.	Lexington Dr.

INVENTORY OF TRAFFIC SIGNALS

Location No.	Street	Cross Streets / Segments
160	Glendale Ave.	Lomita Ave.
161	Glendale Ave.	Los Feliz Rd.
162	Glendale Ave.	Maple St.
163	Glendale Ave.	San Fernando Rd.
164	Glendale Ave.	Verdugo Rd.
165	Glendale Ave.	Wilson Ave.
166	Glendale Ave.	Windsor Rd.
167	Glenoaks Blvd.	Grandview Ave.
168	Glenoaks Blvd.	Graynold Ave.
169	Glenoaks Blvd.	Harvey Dr.
170	Glenoaks Blvd.	Highland Ave.
171	Glenoaks Blvd.	Irving Ave.
172	Glenoaks Blvd.	Jackson St.
173	Glenoaks Blvd.	Justin Ave.
174	Glenoaks Blvd.	Kenilworth Ave.
175	Glenoaks Blvd.	Louise St.
176	Glenoaks Blvd.	Pacific Ave.
177	Glenoaks Blvd.	Rosedale Ave.
178	Glenoaks Blvd.	Sonora Ave.
179	Glenoaks Blvd.	Verdugo Rd.
180	Glenoaks Blvd.	Western Ave.
181	Glenwood Rd.	Pacific Ave.
182	Glorietta Ave.	Verdugo Rd.
183	Grandview Ave.	Kenneth Rd.
184	Harvard St.	Louise St.
185	Harvard St.	San Fernando Rd.
186	Harvard St.	Verdugo Rd.
187	Harvey Dr.	Holly Dr.
188	Harvey Dr.	Wilson Terr.
189	Highland Ave.	San Fernando Rd.
190	Honolulu Ave.	La Crescenta Ave.
191	Honolulu Ave.	Lowell Ave.
192	Honolulu Ave.	Montrose Ave. / Verdugo Rd.
193	Honolulu Ave.	New York Ave.
194	Honolulu Ave.	Ocean View Blvd.
195	Honolulu Ave.	Ped Crossing btw Glenwood Ave. (N / S)
196	Honolulu Ave.	Ramsdell Ave.
197	Honolulu Ave.	Whiting Woods Rd.
198	Honolulu Pl.	Montrose Ave. / Pennsylvania Ave.
199	Isabel St.	Wilson Ave.
200	Jackson St.	Lexington Dr.
201	Jackson St.	Monterey Rd.
202	Jackson St.	Wilson Ave.
203	Justin Ave.	San Fernando Rd.
204	Kenwood St.	Wilson Ave.
205	La Crescenta Ave.	Montrose Ave.
206	La Crescenta Ave.	Roselawn Ave.
207	La Crescenta Ave.	Shirley Jean St.
208	La Crescenta Ave.	Verdugo Rd.
209	Lake St.	Sonora Ave.
210	Lake St.	Western Ave.
211	Lexington Dr.	Maryland Ave.
212	Lexington Dr.	Orange St.

INVENTORY OF TRAFFIC SIGNALS

Location No.	Street	Cross Streets / Segments
213	Lexington Dr.	Pacific Ave.
214	Los Angeles St.	San Fernando Rd.
215	Los Feliz Rd.	San Fernando Rd.
216	Louise St.	Monterey Rd.
217	Louise St.	Wilson Ave.
218	Magnolia Ave.	San Fernando Rd.
219	Maple St.	Verdugo Rd.
220	Milford St.	Orange St.
221	Monterey Rd.	Verdugo Rd.
222	Montrose Ave	Pennsylvania Ave.
223	Mountain Ave.	Verdugo Rd.
224	Oakwood Ave.	Ped Crossing Verdugo Rd. (PHB)
225	Orange St.	Wilson Ave.
226	Pacific Ave.	Riverdale Dr.
227	Pacific Ave.	San Fernando Rd.
228	Pacific Ave.	Stocker St.
229	Pacific Ave.	Vine St.
230	Pacific Ave.	Wilson Ave.
231	Park Pl.	Verdugo Blvd.
232	Riverdale Dr.	San Fernando Rd.
233	Riverside Dr.	Western Ave.
234	Rosedale Ave.	San Fernando Rd.
235	San Fernando Rd.	Sonora Ave.
236	San Fernando Rd.	Western Ave.
237	Sinclair Ave.	Wilson Ave.
238	Towne St.	Verdugo Rd.
239	Valihi Way	Verdugo Rd.
240	Verdugo Loma Dr.	Verdugo Rd.
241	Verdugo Rd.	Wabasso Way
242	Verdugo Rd.	Wilson Ave.
243	Victory Blvd.	Western Ave
244	Porter St	Ped Crossing Colorado St. (PHB)
245	Lincoln Ave	Ped Crossing Colorado St. (PHB)
246	Future Location	

Summary

Traffic Signals: 236

Signalized Pedestrian Crosswalks: 9

Total Signals 245

PHB: Pedestrian Hybrid Beacon

INVENTORY OF HARD-WIRED FLASHING BEACON

Location No.	Street	Cross Streets/Segments	Segment Type	Crosswalk Type
1	Adams St	Stanford Dr.	Intersection	HWFB (Red)
2	Brand Blvd.	Btwn. Broadway & Wilson	Mid-block	HWFB (Yellow)
3	Brand Blvd.	Btwn. California Ave & Wilson Ave	Mid-block	HWFB (Yellow)
4	Brand Blvd.	Btwn. California Ave & Lexington Dr	Mid-block	HWFB (Yellow)
5	Brand Blvd.	Btwn. Doran St. & Milford St	Mid-block	HWFB (Yellow)
6	Buckingham Rd	Chevy Chase Dr	Intersection	HWFB (Yellow W11-10)
7	Cedar St	Colorado St	Intersection	HWFB (Yellow)
8	Chevy Chase Dr	Btwn. Buckingham Rd & Sussex Ct-NB	Mid-block	HWFB (W11-10)
9	Chevy Chase Dr	Btwn. Emerald Isle Dr & Sussex Ct.-SB	Mid-block	HWFB (W11-10)
10	Colorado St	Fischer St	Intersection	HWFB (Yellow)
11	Colorado St	Lafayette St	Intersection	HWFB (Yellow)
12	Future Location			

Summary Notes

HWFB: 11

HWFB- Hard-Wired Flashing Beacon

*Future PHB System

INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON

Location No. Type	Street	Cross Streets/Segments	Segment Type	Crosswalk
1	Agner Ave.	Honolulu Ave.	Intersection	SPWFB (RRFB)
2	Alabama St.	New York Ave.	Intersection	SPWFB (RRFB)
3	Brand Blvd.	Cypress St.	Intersection	SPWFB (RRFB)
4	Brand Blvd.	Glenoaks Service Rd.	Intersection	SPWFB (Yellow)
5	Brand Blvd.	Laurel St.	Intersection	SPWFB (RRFB)
6	Brand Blvd.	Magnolia Ave.	Intersection	SPWFB (RRFB)
7	Brand Blvd.	Maple St. & Windsor Rd.	Mid-Block	SPWFB (RRFB)
8	Broadway	Cedar St.	Intersection	SPWFB (RRFB &
9	Central Ave.	Fairview Ave.	Intersection	SPWFB (Yellow)
10	Central Ave.	Laurel Ave.	Intersection	SPWFB (RRFB)
11	Cerritos Ave.	Glendale Ave.	Intersection	SPWFB (RRFB)
12	Chestnut St.	Glendale Ave.	Intersection	SPWFB (RRFB)
13	Chevy Chase Dr.	Btwn. Garfield Ave. & Windsor Rd.	Mid-Block	SPWFB (Yellow Spd
14	Colorado St.	Kenwood St.	Intersection	SPWFB (RRFB)
15	Colorado St.	Lincoln Ave.	Intersection	SPWFB (RRFB)**
16	Columbus	Hawthorne	Intersection	SPWFB (RRFB)
17	Cypress St.	Glendale Ave.	Intersection	SPWFB (RRFB)
18	Davis Ave.	Flower St.	Intersection	SPWFB (RRFB)
19	Dunsmore Ave.	Btwn. Los Amigos St. & Pontiac St.	Mid-Block	SPWFB (RRFB)
20	Elk Ave.	Glendale Ave.	Intersection	SPWFB (RRFB)
21	Eulalia St.	Glendale Ave.	Intersection	SPWFB (RRFB)
22	Garfield Ave.	Glendale Ave.	Intersection	SPWFB (RRFB)
23	Glencoe Wy.	Verdugo Rd.	Intersection	SPWFB (RRFB)
24	Glendale Ave.	Palmer Ave.	Intersection	SPWFB (RRFB)
25	Glendale Ave.	Raleigh St.	Intersection	SPWFB (RRFB)
26	Glenoaks Blvd.	Btwn. Mt. Carmel Dr. & Waltonia Dr.	Mid-Block	SPWFB (RRFB)
27	Grand Central Ave.	Btwn. Grandview & Sonora Ave.-NB	Mid-Block	SPWFB (RRFB)
28	Grand Central Ave.	Btwn. Grandview & Sonora Ave.-SB	Mid-Block	SPWFB (RRFB)
29	Grand Central Ave.	Sonora Ave.	Intersection	SPWFB (RRFB)
30	Isabel St.	Btwn. Broadway & Wilson Ave.	Mid-Block	SPWFB (Yellow)
31	Kirkby Rd.	Verdugo Rd.	Intersection	SPWFB (W11-2)
32	Linda Vista Rd.	E/O Figueroa St.	Mid-Block	SPWFB (Yellow Stop
33	Louise St.	Btwn. Broadway & Harvard St.	Mid-Block	SPWFB (RRFB)
34	Louise St.	Btwn. Broadway & Wilson Ave.	Mid-Block	SPWFB (RRFB)
35	Louise St.	Btwn. Colorado St. & Harvard St.	Mid-Block	SPWFB (RRFB)
36	Milford St.	Pacific Ave.	Intersection	SPWFB (RRFB)
37	Montrose Ave.	Btwn. Ramsdell x La Crescenta Ave	Mid-block	SPWFB (RRFB)
38	Monterey Rd.	Btwn. Galer Pl. & Naranja Dr.	Mid-Block	SPWFB (RRFB)
39	Mountain St.	Btwn. College Dwy. & SB 2 On Ramp	Mid-Block	SPWFB (Yellow)
40	Pacific Ave	Spencer St	Intersection	SPWFB (RRFB)
41	Sunview Ave.	Verdugo Rd.	Intersection	SPWFB (RRFB)
42	Verdugo Rd.	Btwn. Arvin Dr. & Kirkby Rd.	Mid-Block	SPWFB (Yellow)
43	Verdugo Rd.	Btwn. Crestmont Ct. & Oak Knoll Rd.	Mid-Block	SPWFB (Yellow)
44	Verdugo Rd	Paloma Ave.	Intersection	SPWFB (Yellow)
45	Verdugo Rd	Vickers Dr.	Intersection	SPWFB (Yellow)
46	Wilson Ave	Belmont St	Intersection	SPWFB (RRFB)*
47	Colorado St	Jackson St.	Intersection	SPWFB (RRFB)*
48	Future Location			

Summary Notes

SPWFB (RRFB): 35
 Beacon
 SPWFB (Yellow): 10
 SPWFB (W11-2 Sign): 1
 SPWFB (RRFB & Yellow) : 1
 Total SPWFB: 47

SPWFB- Solar-Powered Wireless Flashing

SB- Southbound

Btwn.- Between

E/O- East of

NB- Northbound

RRFB- Rectangular Rapid Flashing Beacon

*Maintenance will start in December 2024 for the newly constructed RRFB

**Future PHB System

INVENTORY OF IN ROADWAY WARNING LIGHT SYSTEM (IRWLS) LOCATION

Location No. Type	Street	Cross Streets/Segments	Segment Type	Crosswalk
1	Kirkby Rd.	Verdugo Rd.	Intersection	SPWFB (W11-2)
2	Future Location			

Summary Notes

IRWLS: 1

SPWFB- Solar-Powered Wireless Flashing Beacon
IRWLS – In Roadway Warning Light System

INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON SIGN ENHANCEMENT

Location No. Type	Street	Cross Streets/Segments	Segment Type	Crosswalk
1 Sign)	Canada Blvd.	Btwn. Country Club Dr. & Verdugo Rd.	Mid-Block	SPWFB (Yellow Curve
2	Emerald Isles Dr.	Dublin Dr.	Intersection	SPWFB (Red)
3	Emerald Isles Dr.	Kirkam Dr.	Intersection	SPWFB (Red)
4	Emerald Isles Dr.	Lenore Dr.	Intersection	SPWFB (Red)
5	Fairmont Ave.	Flower St.	Intersection	SPWFB (Red)
6	Glenwood Rd.	Btwn. Concord St. & Virginia Ave.	Mid-Block	SPWFB (Red)
7	Honolulu Ave.	Orangedale Ave.	Intersection	SPWFB (Red)
8	Bara Rd.	Verdugo Rd.	Intersection	SPWFB (Yellow & W1-3)
9	Brook Ln.	Verdugo Rd.	Intersection	SPWFB (Yellow & W1-3)
10	Verdugo Rd.	Btwn. Fern Ln. & Glorietta Ave.	Mid-Block	SPWFB (Yellow & W1-3)
11	Oakwood Ave.	Verdugo Rd.	Intersection	SPWFB (Yellow & W1-3)
12	Verdugo Rd.	Btwn. Canada Blvd. & Sparr Blvd.	Mid-Block	SPWFB (Yellow & W1-3)
13	Alpha Rd.	Verdugo Rd.	Intersection	SPWFB (Yellow & W1-3)
14	Linda Vista Rd.	Btwn. Buckingham Rd. & Figueroa St.	Mid-Block	SPWFB (Yellow & W1-3)
15	Future Location			

Summary

SPWFB: 14
Beacon

Notes

SPWFB- Solar-Powered Wireless Flashing

INVENTORY OF PERMANENT SPEED RADAR SIGNS

Location No.	Street	Cross Streets/Segments	Segment Type	Crosswalk Type
1	Glendale Ave.	Btwn. Cypress St. & Madison Way.	Mid-Block	NB HW
2	Glendale Ave.	Btwn. Cypress St. & Palmer Ave.	Mid-Block	SB HW
3	Canada Blvd.	Btwn. Colina Dr. & Parking Lot #34 Dwy.	Mid-Block	NB HW
4	Canada Blvd.	Btwn. Colina Dr. & Parking Lot #34 Dwy.	Mid-Block	SB HW
5	Glenoaks Blvd	Mt. Carmel. Dr.	Intersection	EB HW
6	Glenoaks Blvd	Btwn. Mt. Carmel. Dr. & Waltonia Dr.	Mid-Block	WB HW
7	Glenoaks Blvd	Btwn. Edward Pl. & Sleepy Hollow Dr.	Mid-Block	EB HW
8	Glenoaks Blvd	Btwn. Edward Pl. & Sleepy Hollow Dr.	Mid-Block	WB HW
9	Adams St.	Btwn. Cornell Dr. & Yale Dr.	Mid-Block	NB SP
10	Adams St.	Btwn. Cornell Dr. & Yale Dr.	Mid-Block	SB SP
11	Chevy Chase Dr.	Acorn Pl.	Intersection	EB SP
12	Chevy Chase Dr.	Acorn Pl.	Intersection	WB SP
13	Highland Ave Btw	Olmsted Dr & Glenwood Rd	Mid-Block	NB SP
14	Highland Ave Btw	Olmsted Dr & Glenwood Rd	Mid-Block	SB SP
15	Pacific Ave	Salem St	Intersection	NB SP
16	Pacific Ave	Salem St	Intersection	SB SP
17	Verdugo Rd	Hillside Dr	Intersection	NB SP
18	Verdugo Rd	Btw Fern Ln & El Rito Ave	Mid-Block	NB SP
19	Verdugo Rd	Del Valle Ave	Intersection	SB SP
20	Verdugo Rd	Btw Alpha Rd & Los Encinos Ave	Mid-Block	SB SP
21	Verdugo Rd	Btw Alpha Rd & Los Encinos Ave	Mid-Block	NB SP
22	Verdugo Rd	Btw Menlo Dr & Sparr Blvd	Mid-Block	SB SP
23	Future Location			

Summary

HW Hard-Wired: 12
 SP Solar Powered:
 SP- Solar Powered

Notes

Btwn. - Between
 HW- Hard-Wired
 (TrafficLogix w/mobile)

Exhibit B: Fee Schedule/Hourly Rate

I. Base Fee Schedule for Routine Preventive Maintenance

Please provide a monthly base fee for routine preventive maintenance as described in the Scope of Service. The monthly base fee shall consider the cost of labor, parts and material, equipment, tools, vehicles, overhead, and all other expenses needed to perform the routine preventive Maintenance Program, provide a monthly base fee for this service.

Monthly **base fee** for each signalized intersection \$ 88.50

Monthly **base fee** for each hard-wired flashing beacon location \$ 4 3 . 00

Monthly **base fee** for each solar-powered wireless flashing beacon location \$ 4 4 . 00

Monthly **base fee** for each in-roadway warning light system location \$ 6 3 . 00

Monthly **base fee** for solar-powered wireless flashing beacon sign enhancement \$ 16.00

Monthly **base fee** for permanent speed radar signs \$ 4 4.00

II. Fee Schedule for Extraordinary Maintenance

Provide fee schedule for labor, services, and equipment. With the exception of pole or cabinet knockdowns and other emergency situation, extraordinary maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct extraordinary maintenance services.

A. Labor Fee Schedule:

Classification/Duties	Hourly Straight Time	Hourly Overtime	Hourly Premium
Traffic Signal Foreman	\$153.00	\$194.00	\$235.00

Duties: Lead technician/electrician. Responsible for
overseeing project assigned field personnel.

Classification/Duties	Hourly Straight Time	Hourly Overtime	Hourly Premium
Transportation Systems Electrician	\$144.00	\$180.00	\$217.00

Duties: Responsible for responding to all call-outs and making required repairs to the traffic signal system and all fiber optic communications.

Classification/Duties	Hourly Straight Time	Hourly Overtime	Hourly Premium
Transportation Systems Technician	\$126.00	\$153.00	\$180.00

Duties: Preventative Maintenance.

Classification/Duties	Hourly Straight Time	Hourly Overtime	Hourly Premium
Traffic Signal Groundsman	\$109.00	\$158.00	\$158.00

Duties: Digging, Trenching, e tc. under Supervision of Foreman.

Classification/Duties	Hourly Straight Time	Hourly Overtime
Duties: _____		

Classification/Duties	Hourly Straight Time	Hourly Overtime

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from ~~6:00~~am to ~~6:00~~pm.

- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day

Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

B. Service fee schedule:

1. Cabinet and controller laboratory testing & certification \$ 1,055.00 per Item
2. USA marking \$ 225.00 per Loc.
3. Furnish and Install 6'-diameter inductive loop detector:

<u>Quantity</u>	<u>Price Each</u>
1 to 4	\$ <u>785.00</u>
5 to 12	\$ <u>610.00</u>
13 to 20	\$ <u>610.00</u>
20 or more	\$ <u>610.00</u>

4. Furnish and Install 12" LED green ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>105.00</u>
10 to 25	\$ <u>100.00</u>
25 to 45	\$ <u>95.00</u>
45 to 70	\$ <u>90.00</u>
70 to 100	\$ <u>86.00</u>
100 or more	\$ <u>86.00</u>

5. Furnish and Install 12" LED red ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>105.00</u>
10 to 25	\$ <u>100.00</u>
25 to 45	\$ <u>95.00</u>
45 to 70	\$ <u>90.00</u>
70 to 100	\$ <u>86.00</u>
100 or more	\$ <u>86.00</u>

City of Glendale TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM

6. Furnish and Install 12" LED yellow ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>105.00</u>
10 to 25	\$ <u>100.00</u>
25 to 45	\$ <u>95.00</u>
45 to 70	\$ <u>90.00</u>
70 to 100	\$ <u>86.00</u>
100 or more	\$ <u>86.00</u>

7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

<u>Type</u>	<u>Price Each</u>
1A	\$ <u>2,400.00</u>
15TS	\$ <u>3,100.00</u>
21TS	\$ <u>9,650.00</u>
(16/17/18/19)-3-100	\$ <u>9 , 6 50.00</u>
(24/26)-4-100	\$ <u>10,100.00</u>
28/29-5-100	\$ <u>10,625.00</u>

8. LED pedestrian signal module: \$ 210.00 per module9. Pedestrian Push Button (PPB): \$ 102.00 per button10. Accessible Pedestrian Signals (APS) \$ 1,240.00 per button11. Traffic signal backplate: \$ 275.00 per backplate12. Fiber optic cable installation: \$ 2.05 per foot

C. Equipment Fee Schedule:

1. Personnel Vehicle	\$ <u>10.00</u> per hour
2. Pickup Truck	\$ <u>28.00</u> per hour
3. Bucket Truck, specify height: <u>35'</u>	\$ <u>32.00</u> per hour
4. Bucket Truck, specify height: <u>40'</u>	\$ <u>32.00</u> per hour
5. Bucket Truck, specify height: <u>45'</u>	\$ <u>32.00</u> per hour
6. Bucket Truck, specify height: <u>60'+</u>	\$ <u>65.00</u> per hour
7. Other: <u>Crane Truck</u>	\$ <u>65.00</u> per hour
8. <u>Service Truck</u>	\$ <u>32.00</u> per hour
9. <u>Dump Truck</u>	\$ <u>32.00</u> per hour
10. <u>Compressor with tools</u>	\$ <u>5.00</u> per hour
11. <u>Arrowboard</u>	\$ <u>5.00</u> per hour

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency extraordinary maintenance during non-working hours, weekends, and holidays.

III. IV. Material Cost Mark-up

Provide proposed mark-up percentage of invoiced price for cost of material. Proposed mark-up = 15 %

IV. V. Annual Fee Adjustment

At the end of the of each one-year period, the City will allow the fee for routine preventive and extraordinary maintenance services to be adjusted. The annual percentage adjustment fee shall be subject to change in accordance with the Consumer Price Index, Los Angeles County, as published by the U.S. Department of Labor.

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT’s Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY’s review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “***certificate of insurance***” and a subrogation endorsement, “***Waiver of Our Right to Recover From Others***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

**EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT**

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONEMILLIONDOLLARS(\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) ONE MILLION DOLLARS (\$1,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

**EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT**

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;
- (E) CONSULTANT and CONSULTANT’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- (G) CONSULTANT’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT’s policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

**EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT**

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or
 If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
 If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE ISSUING REQUEST FOR PROPOSALS (RFP 24-11) FOR CITYWIDE ELEVATOR MAINTENANCE SERVICES

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP 24-11) for citywide elevator maintenance services; and
2. Take whatever additional actions are necessary and required.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing a Request for Proposals (RFP) for citywide elevator maintenance services (Attachment A). Once proposals are submitted and evaluated, staff will return for award of an agreement at a future City Council meeting. Appropriations are available for this service in the Fiscal Year 2023-24 budget since these services are currently provided. Depending on the final agreement awarded, Staff will recommend a budget amendment should service costs vary from current expenses. The FY 2024-25 budget will incorporate the annual expenses based on the new agreement.

BACKGROUND/DISCUSSION:

The purpose of RFP 24-11 (Attachment A) is to solicit proposals from qualified vendors to provide full-service elevator maintenance and repairs in City facilities. Elevator services are a very important function of the City's compliance with the Americans with Disabilities Act (ADA) guidelines and objectives. A formal RFP is required to solicit responses for this specific service. The RFP focuses on quality and consistency of services by requiring a minimum level of staffing, a minimum level of management, and a minimum cost for material and supplies to help contractors bid the job accurately. RFP 24-11 (Attachment A) will be published via [Planetbids.com](https://planetbids.com) and other regularly used publications in order to solicit proposals from qualified vendors.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 2 of 2

The following is a tentative schedule:

RFP ISSUED	February 15, 2024
MANDATORY JOB WALK MEETING: 9:00 AM	March 5, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	March 13, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 18, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	March 21, 2024
TENTATIVE CITY COUNCIL AWARD DATE	April 9, 2024
TENTATIVE NOTICE TO PROCEED START DATE	April 29, 2024

Contractors will be required to examine carefully the elevator sites, proposal and contract forms for the work contemplated. The term of the contract will be for a 5-year period. The RFP is subject to prevailing wage requirements pursuant to State law. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFP 24-11 for citywide elevator maintenance services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP No. 24-11

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-11

Citywide Repairs and Maintenance of Elevator
Systems at Various Facilities

Release Date: Thursday, February 15, 2024

Mandatory Site Walk: Tuesday, March 5, 2024, at 9 a.m. PDT

Online Q&A Deadline: Wednesday, March 13, 2024, at 11 a.m. PDT

Due Date: Thursday, March 21, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites Bid submissions under this Request for Proposal ("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 Bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

February 15, 2024

PROJECT

Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

PROPOSAL OWNER/CONTACT

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200 ext. 1378
Contact E-Mail: jcoiner@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, March 13, 2024, at 11 a.m.** Prospective contractors 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A- Bidder Information

Appendix B- Project Approach

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Appendix G- Sample Professional Services Agreement

1.0 Notice Inviting Proposals

Under invitation for Proposals (“RFP”), the City of Montebello on behalf of its Public Works Department is soliciting Proposals from suitably qualified Elevator Service Contractors to perform Maintenance and Repairs of the City’s Elevators at all City facilities. The City requires a well-managed and financially sound firm with demonstrated skills and technical ability- and a high level of customer service and satisfaction to perform the Services to fulfill the requirements outlined in **RFP 24-11**. Services performed in relation to this request must follow the specifications, terms, and conditions identified in **Request for Proposal (RFP) No. 24-11**. 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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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

On **Tuesday, March 5, 2024, 9 a.m. PDT**, prospective proposers are invited to attend a site walk. This site walk is mandatory to ensure that all proposers receive the same information. Please see Section 7.0 for details.

Questions must be submitted by **Wednesday, March 13, 2024, at 11 a.m.**

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

Proposals must be submitted via PlanetBids by **Thursday, March 21, 2024, at 11 a.m.**

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

Any contract entered 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 proposals, to waive any irregularity in a proposal and to make an award as may serve the interests of the City.

2.0 Introduction

The City of Montebello (City) is seeking proposals from highly qualified contractors to provide elevator maintenance and testing services for eight (8) building elevators located in various city buildings.

About the City of Montebello

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

3.0 Timeline

- | | |
|-------------------------------------|---------------------------------------|
| • Release RFP | Monday, February 15, 2024 |
| • Mandatory Site Visit | Tuesday, March 5, 2024, at 9 a.m. |
| • Online Q&A Deadline | Wednesday, March 13, 2024, at 11 a.m. |
| • Deadline to Submit Responses | Thursday, March 21, 2024, at 11 a.m. |
| • City Review of Submissions | April 2024 |
| • Notifications Sent to Contractors | April 2024 |
| • Award | April/May 2024 |

4.0 Purpose

The City seeks a highly qualified vendor and/or contractor that will be required to provide on-call repairs and regular maintenance of the City's elevators, as described in the Scope of Work/Services section below. As part of the project, the City is looking for a capable bidder(s) who can work collaboratively with local staff.

5.0 Term of Service and Contract

The service described in this RFP is for a period of three (3) years from the effective date, unless terminated earlier. The agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

6.0 Scope of Work/Services

The City of Montebello, herein after referred to as “City” desires a contractor to provide the following services:

- Furnish all labor, parts, tools, materials, appliances, supplies, permits, travel, equipment, and any incidentals necessary to perform routine (monthly, semi-annual, and annual) inspections and preventative maintenance, and non-routine elevator service and repairs. A total of eight (8) building elevators located in various city buildings (Senior Citizens Center, Reggie Rodriguez Community Center, Transportation Department Building, Police Department Building, and Quiet Cannon Building). 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, after the contractor provides a written estimate for the additional repairs or maintenance.

Scheduled Preventative Maintenance Service

Requirements Vendor shall perform at a minimum the following services:

- Vendor shall perform all maintenance in conformance with **Title 8, Chapter 4, Subchapter 6 of the California Code of Regulations.**
- Vendor shall detail the frequency of scheduled visits and the items covered in each visit.
- Inspect the elevator equipment for proper operation. Inspect, lubricate and adjust the following: control and landing position systems, signal fixtures, motors, governors, drives, sheaves, cables, power units, pumps, valves, jacks, doors, door protection equipment, counterweights, cab frames, platforms, electronics, lighting, and other pertinent equipment.
- Test emergency communications systems.
- All equipment shall be lubricated for smooth and efficient performance.
- Adjust as necessary to maximize performance and ensure user safety.
- All work described shall be performed by a qualified journey level elevator service mechanic. The qualified journey level elevator service mechanic shall possess both mechanical knowledge and adjustor’s experience.

- Contractor shall provide a written schedule to Deputy Director, which shall be approved by the Deputy Director within 10 working days of execution of the contract. The schedule shall include dates for monthly inspections and preventative maintenance (PM), as well as semi-annual and annual inspections, and safety tests. Any changes to the schedule shall be submitted in writing to Deputy Director within five (5) working days of any approved scheduled maintenance date. Contractor should visit job at least once a month.
- Contractor shall design the schedule to conform to the manufacturer's recommended practices for the elevator and associated equipment being maintained and shall include the type of frequency of service and lubrication proposed by Contractor for the duration of the Agreement.
- Contractor shall perform all inspections, lubrications, adjustments, tests, cleaning, routine repairs, and other regular and PM activities in accordance with the schedule submitted by Contractor, which shall conform to the manufacturer's maintenance guidelines and specifications.
- Contractor shall keep the PM schedule on display in the Elevator Hydraulic Room and perform regular maintenance service in accordance therewith.
- Contractor shall maintain an accurate and complete log of all inspections and all PM performed. The log shall include a record of all routine and non-routine service requests, describing the nature of all complaints and their resolution. The log shall be kept in the Elevator Hydraulic Room.

Parts and Repair Coverage:

Vendor shall provide full coverage for parts and labor for normal "wear and tear" items. A detailed list of normal "wear and tear" parts shall be included in the vendor's proposal. Additionally, the vendor shall include a detailed list of items not covered in normal preventive maintenance service.

Vendor shall maintain a comprehensive parts inventory to support field operations and minimize down-time. All replacement parts used shall be new/approved OEM equivalent.

Scheduling

- Vendor shall service all equipment described herein during normal business working days and hours, which are defined as Monday through Friday 7:30 AM to 4:30 PM (except scheduled holidays). Preventive maintenance activities shall be scheduled in advance and the City shall be given verbal or email notice prior to the service.
- Vendor shall coordinate all annual State testing to maintain active conveyance permit status. The City will contact the fire alarm testing vendor to arrange a time for the test(s). The elevator vendor will be responsible for submitting all required

documentation to the State of California Department of Industrial Relations within a time frame to not delay the City's receipt of a conveyance permit.

- Monthly Inspections and PM
 1. Contractor shall perform monthly systematic inspections and PM, including but not limited to, adjustments, cleaning, testing, and lubrication of the elevator.
 2. Unless otherwise specified, the following work applies to all parts of the elevator, including: machine, motors, generators, brushes, fuses, controller, selectors, microprocessors, circuit boards, computer programs, monitor, gears, thrusts, bearings, brake magnet, coils or brake motors, brake shoes, windings, rotating elements, contacts, coils, resistance for control and motor circuits, magnet frames, leveling devices, car sensors and tapes, car and counterweights roller guides, hoisting cables, governors, governor cable, guide rails and supports, traction sheaves, deflector sheaves, ventilation units, contacts for car doors or gates, car door operating devices and linkages, door gibs, door sensors, push buttons, annunciators, indicators, bulb replacement, car lights, and other elevator signal, scheduling and accessory equipment complete , where included as part of the elevator installation.
 3. Contractor shall furnish, repair, clean, and replace all parts made necessary by wear and tear during scheduled monthly PM.
 4. Contractor shall schedule and perform monthly “no load” safety inspections on elevators and all equipment. The inspection shall consist of visual and mechanical observations of the car, shaft, electrical, hydraulic and safety systems, including, but not limited to any maintenance, testing, adjusting and re-calibration of the Motion Controls as recommended by the manufacturer.
 5. Contractor’s monthly, semi-annual, and annual inspections and PM services shall include examinations of the following items:
 - a. Car:
 - i. Bulbs
 - ii. Leveling
 - iii. Alarm (communication)
 - iv. Door operation, photo eyes, safety edges
 - v. Car enclosure
 - vi. Stop switch operation
 - vii. General operation (noises)
 - b. Pitt:
 - i. Packing, pit can
 - ii. Lube lower rails
 - iii. Stop switch
 - iv. Limit switch rollers

- v. Clean floors
 - c. Car top:
 - i. Door drive
 - ii. Car top inspection operation
 - iii. Car top light
 - iv. Lube rails
 - v. Clean car top
 - d. Machine room:
 - i. Controller
 - ii. Pump
 - iii. Motor
 - iv. Hydraulic valve
 - v. Clean floor
 - vi. Oil level and condition
- 6. Contractor shall provide monthly and routine servicing of equipment as frequently as required for lift maintenance. Time expended on PM shall consist of examination, minor adjustments, cleaning and lubricating the equipment, motor, interlocks and controller, the lubrication of guide rails, the replacement of safety descent devices when required and the making of adjustments as necessary at the time of regular examination to maintain lifts in safe operational condition.
- 7. Contractor shall perform lubrication of the hydraulic elevator in accordance with the following:
 - a. All lubricants shall be of proper composition, quality, and grade for the purpose used.
 - b. Guide rails (when shoe type of guides are used): use medium grease of Nylube rail lube (or equivalent).
 - c. Door equipment: use medium grease at contact points; change door felts per Installing Elevator Company's instructions.
- 8. Contractor shall keep the guide rails clean and properly lubricated. No rail lubrication shall be used when roller type guides are involved. When necessary, Contractor shall renew guide shoe gibs or rollers as required to ensure smooth and quiet operation. All reservoirs shall be kept properly sealed to prevent leakage.
- 9. Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, and presentable at all times.
- 10. Elevator Hydraulic Room shall be kept clean at all times.
- 11. In accordance with the California State Administrative Code for Elevators and Dumbwaiters, Contractor shall maintain the original speed in feet per minute and the original performance time, including acceleration and deceleration, as designed by the installing Elevator Company. Perform the

necessary adjustments as required to maintain original door opening time, closing pressures and time and otherwise performing to the Installing Elevator Company published specifications.

- **Semi-Annual Inspections:**

- a. Contractor shall check fire service operations and all door gibs, tracks and rollers.
- b. Contractor shall examine and equalize tension of all hoisting ropes.
- c. Contractor shall renew all hoisting ropes, including governor ropes, whenever necessary, to ensure maintenance of adequate safety factor as designated by the State of California Elevator Inspector.
- d. Contractor shall repair and/or replace all electrical wiring and conductors extending to the elevator from the mainline switch.
- e. Contractor shall perform checks of the elevator fire service, derailment devices, and other special circuitry, in January and July of every year to make certain that these devices are operating correctly and as intended.

- **Annual Inspections:**

- a. Contractor shall check car frame connections, rail bolt connections, an starter contacts annually.
- b. Contractor shall test all safety devices, governors, and other safety equipment, as required by the current edition of the California State Administration Code for Elevators and Dumbwaiters at least one (1) time per year.
- c. Contractor shall perform the following tests annually in accordance with the manufacturer's recommendations for testing, and provide written results to Deputy Director James Coiner or designee.
 - Excessive armature voltage circuit
 - Test and recalibrate machine driven tachometer
 - Car speeds
 - Loop overload circuit
 - Test and recalibrate load-weighing device Fire recall service

Ride Quality

- Horizontal and vertical acceleration within the elevator cars during all riding and door operating conditions shall not exceed 20 mg peak to peak in the 1-10 range. Measurement criteria ISO 18738-1:2012, ISO 804.
- Acceleration and deceleration shall be constant and not exceed four (4) feet per second with an initial ramp between .6 and .75 seconds,

- Sustained jerk shall not exceed six (6) feet per second.
- Measured noise levels in a moving car outside of the leveling zone shall not exceed 50 dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in the leveling zone shall not exceed 60 dBA.
- Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

Qualifications

At the time of Proposal Deadline and at all times while Contractor performs the Services, for the entirety of the contract, the Contractor must possess a California contractor license or licenses, current and active, of the classification required for the Services. City of Montebello has determined that the Contractor must possess a current and valid C-11 license. The successful Proposer will not receive a Contract if the successful Proposer is unlicensed, does not have the required licenses, or one or more of the licenses are not current and active.

Elevator repair and maintenance of elevators systems is subject to compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be awarded a contract unless registered with the Department of Industrial Relations (DIR).

At the time of Proposal Deadline, all Companies submitting a bid must have a minimum of five (5) years of operating as an elevator service contractor.

The Contractor shall have all tools, equipment, personnel, and licenses needed to maintain and repair the City's Elevator Systems.

Monitoring

Vendors shall propose a 24-hour telephone monitoring and emergency call service to monitor the elevator cabs. Detail the qualifications of the representatives, dispatch, procedures, and other pertinent details to the service.

Elevator Details

Elevator 1
Police Department
1600 West Beverly Blvd.
Montebello, CA 90640
Passenger (3 Floors)

Elevator 5
Reggie Rodriguez
200 West Mines Avenue
Montebello, CA 90640
Passenger (2 Floors)

Elevator 2
Police Department
1600 West Beverly Blvd.
Montebello, CA 90640
Passenger (4 Floors)

Elevator 6
901 Via San Clemente
Quiet Cannon
Montebello, CA 90640
Outdoor Passenger (2 Floors)

Elevator 3
Senior Citizens Center
215 South Taylor Avenue
Montebello, CA 90640
Passenger (2 Floors)

Elevator 7
Quiet Cannon
901 Via San Clemente
Montebello, CA 90640
Outdoor Passenger (2 Floors)

Elevator 4
Transportation Building
490 South Taylor Avenue
Montebello, CA 90640
Passenger (2 Floors)

Elevator 8
Quiet Cannon
901 Via San Clemente
Montebello, CA 90640
Passenger (2 Floors)

7.0 Mandatory Site Visit

On **Tuesday, March 5, 2024, 9 a.m. PDT**, prospective contractors are invited to attend a site walk. This site walk is mandatory to ensure that all prospective contractors receive the same information. Proposal submissions from proposers who did not participate in the site walk may be rejected at the City's discretion. The site walk will be held at:

**City of Montebello-Police Department
1600 West Beverly Blvd.
Montebello, CA 90640**

Parking is available outside of City Hall in any available "visitor" parking stalls. The site walk will give a brief tour (approximately 1 hour) of the eight (8) elevators described in this proposal and a limited tour of the elevators.

Upon arrival, prospective proposers will need to sign in. The City will allow up to a ten (10) minute grace period to ensure that all proposers have had an opportunity to sign in. After completion of the site walk, the sign-in sheet will be posted on PlanetBids via an addendum.

It is requested that prospective proposers attending the site walk only send one (1) to two (2) representatives to help ensure the City can facilitate sufficient space and

transportation (if needed). Representatives will be allowed to take photos or video of the site.

The City may answer questions related to the site walk at its discretion. The City may request that vendor representatives submit some questions via PlanetBids to ensure that all proposers receive the same information.

8.0 Proposal submittal

The Firm must submit a proposal that responds to and conforms to the overall RFP requirements. Failure to submit any items may result in proposal being deemed as “non-responsive” and rejected. In addition, the proposal shall include the following:

1. Bidder Information
 - Describe a brief history of the firm – Minimum of 5 years of business experience.
 - Location of offices
 - Key differentiating factors and areas of expertise.
 - Prior experiences performing similar services for government/public agencies.
 - Listing the firm's resources and capacity to meet all the requirements of this RFP.
 - List of personnel to be used on this project with a description of their qualifications and experience with projects of similar size and scope.
 - Copy of active California contractor's license
 - Department of Industrial Relations Number
2. Cost Proposal Form
3. Project Approach
 - Provide a description of the approach that the firm will use in regular maintenance.
 - Provide a description of the firm's approach to performing services to minimize occupant disruptions.
4. Sample Agreements and Pricing
 - Provide a sample of all applicable agreement terms and conditions.
 - Provide copies of sample agreements to be utilized for this service.
 - Provide hourly labor rate sheets.
5. References
 - Provide a detailed history for a minimum of three similar agencies which the firm has performed similar services for government/public agencies. Describe the Scope of Work, service dates, and any additional benefits to the customer. Firms may include with their references any additional relevant information that would assist the City in the review of their proposal.
6. A statement that this RFP shall be incorporated in its entirety as a part of the Firm's quote.

7. A written statement by the Firm that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
8. A written statement by the Firm shall allow all authorized federal, state, county, and the City of Montebello official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
9. A written statement that the Firm shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
10. A written statement that the Firm shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
11. Maintenance Services Agreement: The City has provided a copy of a sample agreement. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement.

9.0 Evaluation of Proposal

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. Background and Personnel (15%)
 - ii. Qualifications as they relate to this Project (20%)
 - 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
 - iii. Reputation for integrity and competence (15%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iv. Proposed fees for services (50%)

The City of Montebello reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The Public Works Department will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- The Public Works Deputy Director will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the vendor, the contract will be scheduled for City Council or City Manager review and approval.

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 contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The contractor, 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. The City reserves the right to award the contract to the proposal that represents the best overall value or the lowest bid, as determined by the City in its sole discretion.

10.0 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@montebelloca.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 Contractors a fair review and shall have up to ten (10) working days to review the protest and render its decision.

11.0 Execution of Agreement

The resulting agreement (Appendix C) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor 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. Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected firm to enter into a Maintenance Services Agreement with the City. The firm will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the firm's proposal.

Should the successful Contractor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

12.0 Insurance

The Contractors 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.

Contractors 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.

13.0 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.

14.0 Non-Commitment of City

While the City intends to select a Contractor 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 bid proposal for this request, and/or procuring or contracting any items or services.

15.0 Labor Requirements / Prevailing Wages

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractors 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 Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractors allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Contractors 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.

- E. **Prevailing Wages (Applicable):** Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

- No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.
- This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which are fully incorporated herein by this reference.

Wage Rates for State-funded Projects/Contracts

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations home page under www.dir.ca.gov/dlsr/.

16.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

17.0 Subcontractors

The Contractor 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 in this work shall be under the direct supervision of the Contractor 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.

18.0 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 mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

19.0 Disclosure of Information

- A. The Contractor 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 Contractors shall be used exclusively in connection with the performance of services.
- B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

20.0 Ex-Parte Communications

Contractors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

21.0 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 Contractors, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Contractors 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 bid 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- Bidder Information

Appendix B- Project Approach

Appendix C- Cost Proposal

Appendix D- As Needed Services

Appendix E- References

Appendix F- Required Federal Contract Provisions

Appendix G- Sample Professional Services Agreement

**Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities**

Date: _____ 20 _____

Bidder: _____

Tax Identification No.: _____ CSLB No.: _____

D.I.R. Registration No.: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

History of the Company

(Please add any additional information to the back of this exhibit)

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities

Key differentiating factors and area of expertise

(Please add any additional information to the back of this exhibit)

Prior experience performing similar government/public agencies.

(Please add any additional information to the back of this exhibit)

List of personnel to be used on the project with description of their qualifications and experience.

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(Please add any additional information to the back of this exhibit)

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Exhibit C
Proposed Price Schedule

LOCATION	YEAR 1 ANNUAL COST	YEAR 2 ANNUAL COST	YEAR 3 ANNUAL COST	YEAR 4 ANNUAL COST (IF EXTENDED)	YEAR 5 ANNUAL COST (IF EXTENDED)
<u>Elevator 1 – Police Department</u> Passengers (3 Floors)	\$	\$	\$	\$	\$
<u>Elevator 2 – Police Department</u> Passengers (4 Floors)	\$	\$	\$	\$	\$
<u>Elevator 3 – Reggie Rodriguez</u> Passengers (2 Floors)	\$	\$	\$	\$	\$
<u>Elevator 4 – Transportation Building</u> Passengers (2 Floors)	\$	\$	\$	\$	\$
<u>Elevator 5 – Senior Citizens Center</u> Passengers (2 Floors)	\$	\$	\$	\$	\$
<u>Elevator 6 – Quiet Cannon</u> Passengers (2 Floors)	\$	\$	\$	\$	\$
<u>Elevator 7 – Quiet Cannon</u> Passengers (2 Floors)	\$	\$	\$	\$	\$
<u>Elevator 7 – Quiet Cannon</u> Passengers (2 Floors)	\$	\$	\$	\$	\$

TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	\$	\$	\$	\$	\$
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Exhibit C
Proposed Price Sheet (Cont.)

Submitted by (Company Name): _____

Contact Person: _____

Company Address: _____

City, State, Zip: _____

Phone Number: _____

Contact E-mail: _____

Contractor License #: _____

Signature: _____

Date: _____

Exhibit D- As Needed Services'

As-Needed Elevator Maintenance and Repair Services

The Respondent, in compliance with the above referenced project, having examined the specifications, City of Montebello Insurance Requirements, City of Montebello terms and conditions, related documents and the sites of the proposed work, and having become completely familiar with local conditions surrounding the proposed work, including the availability of materials and labor, hereby propose to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

SCOPE: As-Needed Elevator Maintenance and Repair Services

Service Technicians

Classifications	Regular Time	Regular Time
	Rate \$/Hr.	Rate \$/Hr.
Laborer		
Apprentice		
Journeyman		

Above labor rate shall be fixed for the duration of the contract. Labor rate shall be inclusive of all supervision, profit, overhead, insurance, bonding, etc.

Materials shall be billed at Contractor's direct cost plus _____%

Minimum service call _____Hours.

Truck charge \$ _____

Subcontracted services -Direct cost plus _____%

Contractors Legal Name: _____

Contractor's License No.: _____

Signature: _____ Date: _____

**City of Montebello
RFP 24 - 11
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities
Appendix E – REFERENCES**

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

EXHIBIT F

Required Federal Contract Provisions

(2 C.F.R. Appendix II to Part 200)

- A. Remedies** - In addition to right to terminate or suspend the Agreement contained herein, if CONSULTANT fails to perform any of the obligations under this Agreement, CITY may, in its sole discretion, require CONSULTANT to cure any deficiencies in its performance by providing a Notice of Cure in compliance with Section 8.a of the Agreement, specifying the applicable cure period to perform the requested cure items. If CONSULTANT does not provide such a cure prior to the expiration of the cure period, CONSULTANT shall be liable for the cost and expense incurred by CITY as a result of such default, including but not limited to the costs and expense associated with obtain a replacement CONSULTANT to complete the Statement of Work. This provision shall not be interpreted to limit any administrative or civil penalties, sanctions, or remedies CITY may have under the CITY's municipal code or under any applicable laws
- B. Termination for Cause and for Convenience** – see Agreement Section 8. Termination
- C. Equal Employment Opportunity** – During the performance of this contract, the contractor agrees to abide by the Equal Opportunity Clause of 41 CFR 60-1.4(a) or 41 CFR 60-1.4(b) for construction contracts.
- D. Contract Work Hours and Safety Standards Act** – In addition to any provisions of the Agreement related to contract work hours and safety standards, CONSULTANT shall comply with the provisions of 40 U.S.C. 3701-3708, and another federal, state or local law related to work hours and occupational safety, as applicable.
- E. Clean Air Act and Federal Water Pollution Control Act** – CONSULTANT agrees that it shall perform all duties and obligations under this AGREEMENT pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as applicable. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Debarment and Suspension** – CONSULTANT shall have an active registration with the System for Award Management (“SAM”) The CONSULTANT's execution of this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

G. Byrd Anti-Lobbying Amendment - CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this 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 Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The CONSULTANT also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

H. Procurement of Recovered Materials – CONSULTANT shall comply with the requirements of the Solid Waste Disposal Act, Section 6002, as amended by the Resource Conservation and Recovery Act.

I. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – CONSULTANT shall not use any equipment prohibited by 2 CFR Section 200.216 in the performance of this contract and shall comply with all requirements included thereto.

J. Domestic Preferences for Procurements – To the extent practicable, CONSULTANT shall abide by the provision of 2 CFR Section 200.322 that provides a preference for goods, products, or materials produced domestically.

K. Civil Rights Act– CONSULTANT shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity) in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

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

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: CSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

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

expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebellocal.gov

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext. [REDACTED]
Email: [ENTER EMAIL ADDRESS]

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. _____

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Raul Alvarez, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2937 BETWEEN THE CITY OF MONTEBELLO AND SAN GABRIEL VALLEY WATER COMPANY (SGVWC) ALLOWING FOR THE CONTINUED SERVICE OF NON-POTABLE RECYCLED WATER FOR IRRIGATION PURPOSES AT GRANT REA PARK FOR A PERIOD OF 10 YEARS

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 2937 between the City of Montebello and San Gabriel Valley Water Company allowing for the continued service of non-potable recycled water for irrigation purposes at Grant Rea Park for a period of 10 years; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2937, in a final form approved by the City Attorney.
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Proposed Amendment No. 1 to Agreement No. 2937 (Attachment A) provides the City of Montebello with a unique opportunity to continue receiving discounted recycled water at rates that yield approximately twelve thousand dollars (\$12,000) in savings per year. The City receives a special contract rate for its recycled water usage based on 70% of LA-1, the Company's General Metered Rate. As of August 1, 2023, the current LA-1 rate is \$4.3048, and the California Alternative Rate for Water (CARW) surcharge is \$0.2158 for a total of \$4.5206 per hundred cubic feet (Ccf). The City's contract rate is 70% of LA-1, including surcharges, for a current rate for recycled water of \$3.1644/Ccf. In comparison, the current LA-6 recycled rate is \$3.6591 plus the CARW surcharge of \$0.2158, which

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 14, 2024

Page 2 of 3

equals \$3.8749/Ccf. The tariffs are attached for reference (Attachment C).

The City currently utilizes recycled water for irrigation at Grant Rea Park, and pays for usage on a monthly basis. Expenditures are recorded in the appropriate General Fund account, and the Fiscal Year 2023-24 budget includes sufficient funding for water usage at the park. Therefore, no budget adjustments are needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

The City entered into Agreement No. 2937 (Attachment B) with San Gabriel Valley Water Company (SGVWC) on March 13, 2014, to utilize non-potable recycled water for irrigation purposes at Grant Rea Park. Grant Rea Park is a 21.9-acre greenspace located north of Beverly Boulevard, south of Lincoln Avenue, east of Rea Drive, and west of the Rio Hondo Channel. Using non-potable recycled water is an environmentally sound solution that helps in the irrigation of the park, while conserving potable water. This processed water is subject to strict standards and is rigorously monitored by the State and Department of Public Health to ensure it continuously meets those standards. It should be noted that the Golf Course also utilizes recycled water for irrigation purposes.

SGVWV staff contacted the City to gauge if there was a desire to enter into an amendment to allow for the continued service of providing non-potable recycled water at Grant Rae Park. Section 6 of the Agreement (Effective Date and Termination) states. *".....this Agreement may be renewed by either party for an additional ten years by giving written notice to the other Party at Least sixty (60) in advance of the termination date"*. Pursuant to such provision, the City has the option to renew Agreement No. 2937 for an additional 10 years. If authorized by the City Council, Amendment No. 1 shall be executed by the City Manager on behalf of the City in a final form approved by the City Attorney's Office.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 (Attachment A) in a final form approved by the City Attorney's Office. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Grant Rea Park Recycled Water Amendment No. 1 - Final
2. Attachment B - Grant Rea Park Recycled Water Agreement No. 2937
3. Attachment C - Tariffs

NEXT STEPS:

N/A

AMENDMENT NUMBER 1 TO AGREEMENT 2937

This Amendment Number 1 (the “Amendment”) dated as of February 14, 2024, is between San Gabriel Valley Water Company, a California public utility water corporation subject to the jurisdiction of the California Public Utilities Commission (“Commission”) and the City of Montebello, a California municipal corporation and public agency of the State of California (“City”).

RECITALS

- A. San Gabriel Valley Water Company and City entered into certain Agreement 2937 dated March 13, 2014 (the “Agreement”) providing for the delivery and sale of recycled water to Grant Rae Park over an initial term of ten years.
- B. San Gabriel Valley Water Company and City desire to renew this Agreement for an additional term of ten years as provided for in Section 6 of the Agreement.

AGREEMENT

- 1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.
- 2. Amendment. The Agreement is hereby amended to read as follows:

Effective Date and Termination: Section 6 is hereby amended to read as follows:

“This Agreement will become effective in accordance with applicable law and requirements from the Commission. San Gabriel and City agree to renew this Agreement for an additional ten-year term commencing on March 13, 2024, and shall continue until March 13, 2034. Thereafter, either party shall have the right to terminate this Agreement at any time by giving sixty (60) days written notice to the other party.”

- 3. Effect of Amendment No. 1. Except as provided in this Amendment No. 1, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first set forth above.

SAN GABRIEL VALLEY WATER COMPANY, CITY OF MONTEBELLO,
A California Corporation a California Municipal Corporation

By: _____

By: _____

ATTEST:
By: _____

ATTEST:
By: _____

AGREEMENT FOR RECYCLED WATER SERVICE TO GRANT REA PARK

This Agreement for recycled water service to Grant Rea Park ("Agreement") is entered into as of the 13 day of March, 2014, between San Gabriel Valley Water Company, a California public utility water corporation subject to the jurisdiction of the California Public Utilities Commission ("Commission"), and the City of Montebello, a municipal corporation and public agency of the State of California ("City"). (San Gabriel Valley Water Company and City are at times referred to herein as "Party" or collectively as "Parties.")

RECITALS

- A. San Gabriel Valley Water Company and the City recognize the environmental benefits of using recycled water when it is available in sufficient quality and quantity. The Parties acknowledge that the California Legislature has declared that the use of potable domestic water for non-potable uses such as irrigating parks and landscaped areas is a waste or an unreasonable use of water within the meaning of Section 2 of Article X of the California Constitution if recycled water is available which meets all of the conditions as determined by the State for use of recycled water.
- B. Grant Rea Park is located in San Gabriel Valley Water Company's service area. Recycled water is now available for non-potable use and San Gabriel Valley Water Company is prepared to provide all water service, including, recycled water service, to Grant Rea Park once work to separate the on-site irrigation system from the potable water system is completed in accordance with regulatory requirements.
- C. San Gabriel Valley Water Company actively promotes the use of recycled water by customers in its service area who are able to put it to beneficial use. San Gabriel Valley Water Company is the largest retail service supplier of recycled water in the San Gabriel Valley. In May 2010, Central Basin Municipal Water District ("Central Basin"), a wholesale water supplier, completed construction of an additional segment of its regional recycled water system that extends a new 30-inch pipeline within the City from which San Gabriel Valley Water Company can deliver recycled water to Grant Rea Park.
- D. Through its Parks and Recreation Division, the City strives to provide rewarding recreational programs and services for the community. Delivery of recycled water to Grant Rea Park directly supports the City's efforts to identify and implement environmentally friendly programs for the benefit of its residents and the greater community at a cost which is lower than the cost of potable water.
- E. San Gabriel Valley Water Company and the City recognize that conserving drinking water supplies is urgently needed to assure the present and future sustainability and

reliability of local water resources in the San Gabriel Valley, and further reduce reliance on imported water. The use of recycled water is a cost effective, reliable method of helping to meet the long term water supply needs of the community.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Quantity of Recycled Water Available to City

Subject to the provisions set forth in this Agreement, San Gabriel Valley Water Company agrees to deliver and sell to the City, and City agrees to purchase from San Gabriel Valley Water Company, recycled water to Grant Rca Park through one metered connection referred to in Section 2 of this Agreement. The maximum daily rate of delivery shall not exceed the rate of delivery of recycled water available from Central Basin.

Section 2: Facilities for Delivery of Recycled Water

San Gabriel Valley Water Company will install one metered connection required to deliver recycled water to Grant Rca Park. City agrees to reimburse San Gabriel Valley Water Company for this work at a cost not to exceed \$30,000 unless written authorization is provided by City.

Section 3: Rates for Service

San Gabriel Valley Water Company will provide recycled water service to City subject to and in accordance with the company's applicable tariff rules and schedules including Tariff Schedule No. LA-6 *except* that in consideration of the City's long-term commitment to use recycled water and the significant quantity of local drinking water supplies thereby conserved, the applicable quantity rate will be equal to seventy percent of the company's General Metered Rate that would otherwise apply to the potable water service.

Section 4: Billing and Payment

San Gabriel Valley Water Company will bill the City monthly for recycled water service which City will pay in accordance with the company's Commission approved billing and payment procedures.

Section 5: Special Conditions

a. City understands and agrees that the recycled water delivered to City is not safe for human or animal consumption and has limited uses. City agrees to use the recycled water only for those uses or purposes that are legally permissible under the laws of the state and the directives of the California Department of Public Health, Los Angeles County Department of Public Health, the Los Angeles Regional Water Quality Control Board, and all other appropriate regulatory agencies.

b. San Gabriel Valley Water Company will supply only such recycled water at such pressure as may be available from time to time from Central Basin. City shall indemnify San Gabriel Valley Water Company and save it harmless against any and all claims arising out of service under this Agreement and shall further agree to make no claims against San Gabriel Valley Water Company for any loss or damage resulting from service under this Agreement.

Section 6: Effective Date and Termination

This Agreement will become effective in accordance with applicable law and requirements from the Commission. This Agreement shall have an initial term of ten years from the effective date of this Agreement and may be renewed by either Party for an additional ten year term by giving written notice to the other Party at least sixty (60) days in advance of the termination date. Thereafter, either party shall have the right to terminate this Agreement at any time by giving sixth (60) days' written notice to the other party.

Section 7: Public Utilities Commission Jurisdiction

This Agreement shall at all times be subject to such changes or modifications by the California Public Utilities Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.

Section 8: Non-Assignability

This Agreement and any right arising under or by virtue of this Agreement shall not be assigned or transferred by City without the prior written consent of San Gabriel Valley Water Company.

Section 9: Notices

All notices given pursuant to this Agreement shall be in writing and given by personal delivery or by registered or certified mail, delivered as follows or as San Gabriel Valley Water Company and City may hereafter designate in writing:

City of Montebello
City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1363

San Gabriel Valley Water Company
President
11142 Garvey Avenue
El Monte, CA 91733
(626) 448-6183

Section 10: Litigation

Should litigation be necessary to enforce or interpret any term or provision of this Agreement or to collect any portion of any amount payable under this Agreement, the

11142 GARVEY AVENUE
EL MONTE, CALIFORNIA 91733

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 3287-W
Cal. P.U.C. Sheet No. 3264-W

SCHEDULE NO. LA-1
Los Angeles County Tariff Area
GENERAL METERED SERVICE

APPLICABILITY

Applicable to all metered water service, except for those Residential customers required to be served under Schedule LA-1C.

TERRITORY

Portions of Arcadia, Baldwin Park, City of Commerce, El Monte, City of Industry, Irwindale, La Puente, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South El Monte, West Covina, Whittier and vicinity, Los Angeles County.

RATES

Quantity Rates:

For all water delivered, per 100 cu. ft. \$4.3048 (I)

Service Charge:	Per Meter Per Month
For 5/8 x 3/4-inch meter	\$ 27.14
For 3/4-inch meter	40.71
For 1-inch meter	67.86
For 1-1/2-inch meter	135.69
For 2-inch meter	217.16
For 3-inch meter	407.06
For 4-inch meter	678.50
For 6-inch meter	1,352.00
For 8-inch meter	2,174.00
For 10-inch meter	3,120.00
For 12-inch meter	4,483.00
For 14-inch meter	5,970.00

(continued)

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice Letter No. 590

J. M. Reiker

Date Filed 06/30/2023

Decision No. _____

NAME

Effective 08/01/2023

Vice President of Regulatory Affairs

TITLE

Resolution No. _____

11142 GARVEY AVENUE
EL MONTE, CALIFORNIA 91733

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 3265-W
Cal. P.U.C. Sheet No. 3208-W

SCHEDULE NO. LA-1
Los Angeles County Tariff Area
GENERAL METERED SERVICE
(continued)

<u>RATES</u> (continued)	Per Battery <u>Per Month</u>
For two 2-inch meters	\$435.00
For three 2-inch meters	651.00
For four 2-inch meters	868.00
For two 3-inch meters	814.00
For three 3-inch meters	1,221.00
For two 4-inch meters	1,357.00
For three 4-inch meters	2,039.00
For one 8-inch meter, one 2-inch meter	2,118.00

The Service Charge is a readiness-to-serve charge which is applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth on Schedule No. AA-UF.
2. All bills are subject to the applicable surcharges and surcredits set forth in Schedule No. LA-AS.

(To be inserted by utility)
Advice Letter No. 589
Decision No. _____

Issued by
J. M. Reiker
NAME
Vice President of Regulatory Affairs
TITLE

(To be inserted by Cal. P.U.C.)
Date Filed 06/09/2023
Effective 07/01/2023
Resolution No. _____

11142 GARVEY AVENUE
EL MONTE, CALIFORNIA 91733

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 3289-W
Cal. P.U.C. Sheet No. 3268-W

SCHEDULE NO. LA-6
Los Angeles County Tariff Area
RECYCLED WATER METERED SERVICE

APPLICABILITY

Applicable to all recycled water metered service.

TERRITORY

Portions of Arcadia, Baldwin Park, City of Commerce, El Monte, City of Industry, Irwindale, La Puente, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South El Monte, West Covina, Whittier and vicinity, Los Angeles County.

RATES

Quantity Rates:

For all water delivered per 100 cu. ft. \$ 3.6591 (I)

Service Charge:	Per Meter Per Month
For 5/8 x 3/4-inch meter	\$ 27.14
For 3/4-inch meter	40.71
For 1-inch meter	67.86
For 1-1/2-inch meter	135.69
For 2-inch meter	217.16
For 3-inch meter	407.06
For 4-inch meter	678.50
For 6-inch meter	1,352.00
For 8-inch meter	2,174.00
For 10-inch meter	3,120.00
For 12-inch meter	4,483.00
For 14-inch meter	5,970.00

(continued)

(To be inserted by utility)
Advice Letter No. 590
Decision No. _____

Issued by
J. M. Reiker
NAME
Vice President of Regulatory Affairs
TITLE

(To be inserted by Cal. P.U.C.)
Date Filed 06/30/2023
Effective 08/01/2023
Resolution No. _____

SCHEDULE NO. LA-6
Los Angeles County Tariff Area
RECYCLED WATER METERED SERVICE
(continued)

RATES – (continued)

	Per Battery Per Month
For two 2-inch meters	\$ 435.00
For three 2-inch meters	651.00
For four 2-inch meters	868.00
For two 3-inch meters	814.00
For three 3-inch meters	1,221.00
For two 4-inch meters	1,357.00
For three 4-inch meters	2,039.00
For one 8-inch meter, one 2-inch meter	2,118.00

The Service Charge is a readiness-to-serve charge which is applicable to all metered service and to which is added the charge for reclaimed water used computed at the Quantity Rates.

SPECIAL CONDITIONS

1. The Quantity Rate is set at 85% of the Quantity Rate of Schedule No. LA-1.
2. The customer is responsible for compliance with all local, state, and federal rules and regulations that apply to the use of reclaimed water on the customer's premises.
3. The utility will supply only such reclaimed water at such pressure as may be available from time to time from the reclaimed water system. The customer shall indemnify the utility and save it harmless against any and all claims arising out of service under this schedule and shall further agree to make no claims against the utility for any loss or damage resulting from service under this schedule.
4. All bills are subject to the reimbursement fee set forth on Schedule No. AA-UF.
5. All bills are subject to the applicable surcharges and surcredits set forth on Schedule No. LA-AS.

(To be inserted by utility)

Advice Letter No. 589

Decision No.

Issued by

J. M. Reiker

NAME

Vice President of Regulatory Affairs

TITLE

(To be inserted by Cal. P.U.C.)

Date Filed 06/09/2023

Effective 07/01/2023

Resolution No.

SAN GABRIEL VALLEY WATER COMPANY

11142 GARVEY AVENUE
EL MONTE, CALIFORNIA 91733

Revised _____
Cancelling Revised _____

Cal. P.U.C. Sheet No. 3272-W
Cal. P.U.C. Sheet No. 3249-W

SCHEDULE NO. LA-AS
San Gabriel Valley Water Company
Los Angeles County Division
ADDITIONAL SURCHARGES/SURCREDITS

APPLICABILITY

Applicable to all metered water service.

TERRITORY

Portions of Arcadia, Baldwin Park, City of Commerce, El Monte, City of Industry, Irwindale, La Puente, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South El Monte, West Covina, Whittier and vicinity, Los Angeles County.

RATES

1. A surcharge of \$0.2158 per Ccf is to be applied to the quantity rates of only non-CARW customers to cover the estimated benefits provided under the California Alternative Rates for Water (CARW).

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice Letter No. 589

J.M. Reiker

Date Filed 06/09/2023

Decision No. _____

NAME

Effective 07/01/2023

Vice President of Regulatory Affairs

TITLE

Resolution No. _____



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: AUTHORIZE AN INCREASE TO THE BLANKET PURCHASE ORDER
WITH HI-WAY SAFETY**

DATE: February 14, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize an increase to the existing Blanket Purchase Order with Hi-Way Safety in the amount of \$95,000; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Public Works Department utilizes various companies to procure road and street signs used throughout the City. There is an existing blanket purchase order with Hi-Way Safety in the amount of \$49,000. Public Works has reviewed outstanding invoices (\$25,000) and projected additional replacement sign needs through June 30, 2025 and is requesting an increase of \$95,000 to the existing blanket purchase order. Public Works staff estimates the additional funding will be sufficient to replace faded and dilapidated signs citywide for the remainder of Fiscal Year 2023-24. The increase is due in part to the enhancements related to street safety initiatives, such as street signs, perforated posts, and post anchors.

No budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

A key component of Montebello's commitment to public safety, efficient traffic flow, and well-maintained urban infrastructure is the Public Works Department's maintenance of

street signs. The City, as the custodian of public spaces and thoroughfares, undertakes the essential duty of installing, monitoring, and maintaining street signs throughout its jurisdiction. This responsibility encompasses a wide range of sign types, including regulatory signs, warning signs, street names, and informational signs, each serving a unique purpose in promoting safe and organized movement within the City.

Regular maintenance of street signs involves tasks such as cleaning, repairing, and replacing signs that may be damaged, faded, or otherwise compromised. A proactive approach to maintenance not only ensures compliance with traffic regulations but also contributes to the overall aesthetics and functionality of the city's streetscape. Furthermore, increasing visibility of street signs facilitates smooth transportation, improves overall community well-being, and guides motorists, pedestrians, and bicyclists.

There has been a notable increase in community concerns regarding street signs, which are logged via the MyCivic App. Through the MyCivic App, residents inform staff that street signs are faded, damaged, unreadable, or missing. Staff take action to ensure that the street signs are replaced and in good condition and visible to the public. Staff rely on Hi-Way Safety's products, due to their availability and low competitive costs as well as their prompt and reliable service. Furthermore, staff have utilized Hi-Way Safety for numerous years and are satisfied with their products and service.

As Montebello evolves and transportation needs change, the responsibility for street sign maintenance remains a dynamic and essential component of urban management. By prioritizing this aspect of infrastructure upkeep, the City demonstrates its dedication to the well-being of its residents and its commitment to providing a safe and efficient transportation network.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is requesting an increase to the existing blanket purchase order with Hi-Way Safety in the amount of \$95,000. The additional funds will allow for the payment of outstanding invoices as well as provide funding through the remainder of Fiscal Year 2023-24 for citywide sign replacement. No budget amendment is needed as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A – Hi-Way Safety Invoices
2. Attachment B - Purchase Order No. 2024 - 154

NEXT STEPS:

N/A

ATTACHMENT A

Original INVOICE



Remit To:
Po Box 1030
Chino CA 91708

Invoice Number: 152482
Invoice Date: 01/19/2024
Due Date: 02/18/2024
Customer Number: C4506
PO Ref. Number: Public Wrks/Street
Page Number: Page 1 of 2

TOTAL DUE

\$ 9,062.33
by 02/18/2024

Bill To:
City of Montebello
ap@cityofmontebello.com

Ship To:
Yard
311 S Greenwood

Montebello 90640
US

Thanks for sending us your payment promptly. We appreciate your business!

Ship Via: Our Truck
Sales Employee: Dave Coutts
Customer Contact Name: Juan Hernandez

Item No.	Description	Quantity		Unit Price	Total
		Ordered	Shipped		
104567	72x30 DG 9 W/Blu one side <-60 EAST Via Campo-> City of Montebello other side 60 EAST -> <- Via Campo City of...	2	2	\$ 405.90	\$ 811.80
104567	72x30 DG 9 W/Blu one sideVail Ave-><-Markland Dr City of Montebello	1	1	\$ 265.00	\$ 265.00
101621	Mast Arm Swing Bracket, Fixed, 8in, Short	17	17	\$ 98.50	\$ 1,674.50
101620	Mast Arm Swing Bracket, Adjustable, 17in to 21in, Long	17	17	\$ 115.50	\$ 1,963.50
104567	72x18 W/BLU DG 9 080 Greenwood Ave City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00
104567	72x18 W/BLU DG 9 080 Mines Ave City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00
104567	72x18 W/BLU DG 9 080 Garfield Ave City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00
104567	72x18 W/BLU DG 9 080 Beverly Blvd City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00
104567	72x18 W/BLU DG 9 080 Beach St City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00
104567	72x18 W/BLU DG 9 080 Maple Ave City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00



Remit To:
 Po Box 1030
 Chino CA 91708

Original **INVOICE**

Invoice Number: 152482
Invoice Date: 01/19/2024
Due Date: 02/18/2024
Customer Number: C4506
PO Ref. Number: Public Wrks/Street
Page Number: Page 2 of 2

Item No.	Description	Quantity		Unit Price	Total
		Ordered	Shipped		
104567	72x18 W/BLU DG 9 080 Via Acosta City of Montebello Double Sided	2	2	\$ 245.00	\$ 490.00

Subtotal	\$ 8,144.80
	0.00
Shipping	\$ 75.00
Tax	\$ 842.53
Total	\$ 9,062.33
Credit/Deposit	
Balance Due	\$ 9,062.33

PLEASE REMIT THIS AMOUNT
 If paying by credit card add 2% surcharge

Remarks: Based On Sales Orders 145368. Based On Deliveries 136303.

TERMS OF PAYMENT: Net 30 following date of invoice. No Net Discounts. Accounts not paid within terms will be charged interest at the maximum allowable by law or at 1.5% per month. Court costs, attorney's fees or any other costs affiliated with the collection of past due accounts will be paid by purchaser. Conditions: There are no warranties, expressed or implied, related in anyway or manner to this agreement. Hi-Way Safety disclaims any implied warranty or merchantability or implied warranty of fitness for a particular purpose and customer agrees that all equipment is sold "as is." Hi-Way Safety assumes no liability arising from the use or placement of this merchandise. All sales are final, except in special situations, as noted in writing in a separated agreement. Hi-Way Safety will not restock or repurchase any items sold herein. Delivery times cannot be guaranteed. A 2% surcharge will be added to all credit card transactions. Sales contract executed in Chino, California.



CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **Hi-Way Safety V#43860**Item(s) Being Purchased/Services: **Street Signs, Perforated Posts, Post Anchors**Reason for Purchase: **PO for FY 23-24**Purchase Requestor: **Alexis Lucero**Signature: Alexis LuceroSupplies: **\$49,061.25**

Service:

Account Number: **200-30-310-6040.10**Total Amount of Purchase: **\$49,061.25**Shipping Cost: **\$0****Bid/Quote Summary**

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:				
2 nd Bid/Quote:				
3 rd Bid/Quote:				

☐ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

Other Notes: Please see back up documents for quotes. Requesting to open a PO for \$49,061.25 based on the estimated calculations to cover FY 23/24 street sign supplies.

Purchase Order Input By: Alexis LuceroDate: 8/10/2023Purchase Order Approved By: Arlene SalazarDate: 8/10/23

Arlene Salazar
Acting City Manager

Hi-way Safety Quote

Item No.	Quantity	Unit Price	Total
102740	100	\$ 70.50	\$ 7,050.00
104567	50	\$ 46.59	\$ 2,329.50
104573	20	\$ 106.00	\$ 2,120.00
104567	20	\$ 46.59	\$ 931.80
101687	250	\$ 59.03	\$ 14,757.50
101631	375	\$ 21.00	\$ 7,875.00
103855	50	\$ 91.20	\$ 4,560.00
			\$ 582.00 Shipping
			\$ 4,121.09 Tax
			\$ 44,326.89 Total

Rounding

\$ 43,500.00	Items
\$ 1,000.00	Shipping
\$ 4,561.25	Taxes
\$ 49,061.25	

Note: Requesting approximately \$49k to cover Signs, perforated posts, post anchors, etc. for FY 23/24

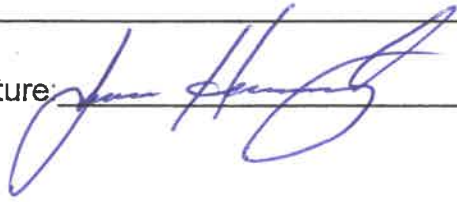
**CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT**

PURCHASE ORDER COVER SHEET

*Vendor Chosen: Hi-way safety

Item(s)/Services Being Purchased: Signs, perforated post, post anchors.

Reason for Purchase: Work order request

Purchase Requestor: Juan Hernandez Signature: 

Supplies ☒ Services ☐ Account Number: _____

Total Amount of Purchase: \$8,843.99 Shipping Cost: N/A

QUOTE/PROPOSAL SUMMARY

(Please attach any quotes/proposals, emails, etc. to this sheet.)

	Vendor	Amount	Date Received
1 st Quotes/Proposals:	Hi-way safety	\$8,843.99	7-13-23
2 nd Quotes/Proposals:	Zumar	0	0
3 rd Quotes/Proposals:	JCL Traffic	0	0

Additional Notes: Lowest and only one that bid was Hi-way safety.
The rest of the vendors did not respond or want to provide a quote.

***If chosen vendor is a new vendor to the City, completed W9 is needed.**



Myers and Sons Hi-Way Safety Inc.

Main Office:
13310 5th Street, Chino Ca 91710
Tel (909) 591-1781 Fax (909) 627-0999
Escondido Office:
520 W. Grand Ave, Escondido CA 92025
Tel (760) 745-2250 Fax (760) 745-2094
Sacramento Office:
9510 Jackson Rd. Sacramento Ca 95827
Tel (916) 273-1600 Fax (916) 273-1625

SALES QUOTATION

Original

Quotation No: 40875

Quotation Date: 07/13/2023

Valid Until: 08/13/2023

Customer No: C4506

Page No: Page 1 of 1

BILL TO

City of Montebello
ap@cityofmontebello.com

US

SHIP TO

Yard
311 S Greenwood

Montebello 90640
US

TOTAL

\$ 8,843.99

Sales Employee: Dave Coutts
Contact Name: Juan Hernandez
Telephone: 323-887-1429 A.P.
Terms: NET 30

Ship Via: Our Truck
FOB:

Item No.	Description	Quantity	Unit Price	Total
102740	R1-1, Stop (R1), HI, 30x30, .063, White, Screened 1160	20.00	\$ 70.50	\$ 1,410.00
104567	24x24 HIP 063 R/B/W R5-2 No Trucks 1160	10.00	\$ 46.59	\$ 465.90
104573	Montebello Spec SNS 36x9 HIP 1160 W/Blu Special cut with 6 pre-drilled hole	4.00	\$ 106.00	\$ 424.00
Carob Way 1100 S, Date St 400 W, Frankel Ave 1100 S, Greenwood Ave 1000 S				
104567	24x24 HIP W/Grn 1160 County Public Library ---->	4.00	\$ 46.59	\$ 186.36
101687	Post, Perforated, 2in Sq, 14 Gauge, 10ft	50.00	\$ 59.03	\$ 2,951.50
101631	Post Anchor, Perforated, 2.25in Sq, 12 Gauge, 30in with Montebello Special double wedge cut	75.00	\$ 21.00	\$ 1,575.00
103855	Drive Rivet, .375, w/Nylon Washer, Pack of 100	10.00	\$ 91.20	\$ 912.00
Subtotal				\$ 7,924.76
				0.00
Shipping				\$ 97.00
Tax				\$ 822.23
Total Order Value				\$ 8,843.99

Signature _____

Date _____

Print Name _____

Authority to Sign:

Any individual signing represents and warrants that he/she of legal age and has the authority and power to sign on thier own behalf or on behalf of thier employer

All custom orders are non-refundable.

Sales terms & conditions apply.

Hernandez, Juan

From: Hernandez, Juan
Sent: Wednesday, August 02, 2023 10:16 AM
To: 'Joy Wirasatien (joy@jcltraffic.com)'
Subject: RE: Quote for signs for City of Montebello

Hi Joy,

Hope all is well if you can please respond with the quote by tomorrow. I really appreciate it.

Thanks

Juan



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 ext:616

w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



From: Hernandez, Juan

Sent: Wednesday, July 12, 2023 5:27 PM

To: 'Joy Wirasatien (joy@jcltraffic.com)' <joy@jcltraffic.com>

Subject: FW: Quote for signs for City of Montebello

Subject: Quote for signs for City of Montebello

Hi Joy,

Can you give me a quote for the list of signs listed below:

- 1) Need (20) R1-1 size 30X30
- 2) Need (1) Carob Way 1100 S.
- 3) Need (1) Date ST 400 W.
- 4) Need (1) Frankel Ave 1100 W.
- 5) Need (1) Greenwood Ave 1000 S.
- 6) Need (4) County Public Library → size 24X24--- I've also attached a picture of the sign.
- 7) Need (2) Bundles of 2" X 2" X 10' 14GA Perforated tube.
- 8) Need (3) Bundles of Penetrator Anchors (special cut).

- 9) Need (10) Bags of 100pc VCR221 Drive Pin Rivets 3/8.
- 10) Need (5) R5-2 size 24X24.

Note : Also quick note the street name signs I would like them to be Pre-Drill for the brackets. So they should have 6 pre-drilled holes.

Also all signs HIP,3m, with graffiti sheeting. Also I would review proof of signs.



Juan Hernandez
Public Works Superintendent

Public Works Department

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w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



Hernandez, Juan

From: Hernandez, Juan
Sent: Wednesday, August 02, 2023 10:16 AM
To: 'Jessie Santos (jessie@bctrffic.com)'
Subject: RE: Quote for signs for City of Montebello

Hi Jessie,

Hope all is well if you can please respond with the quote by tomorrow. I really appreciate it.

Thanks
Juan



Juan Hernandez
Public Works Superintendent

Public Works Department
1600 W Beverly Blvd., Montebello, CA 90640
p: 323-887-1200 ext:616
w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



From: Hernandez, Juan
Sent: Wednesday, July 12, 2023 5:25 PM
To: 'Jessie Santos (jessie@bctrffic.com)' <jessie@bctrffic.com>
Subject: FW: Quote for signs for City of Montebello

Subject: Quote for signs for City of Montebello

Hi Jessie,

Can you give me a quote for the list of signs listed below:

- 1) Need (20) R1-1 size 30X30
- 2) Need (1) Carob Way 1100 S.
- 3) Need (1) Date ST 400 W.
- 4) Need (1) Frankel Ave 1100 W.
- 5) Need (1) Greenwood Ave 1000 S.
- 6) Need (4) County Public Library → size 24X24--- I've also attached a picture of the sign.
- 7) Need (2) Bundles of 2" X 2" X 10' 14GA Perforated tube.
- 8) Need (3) Bundles of Penetrator Anchors (special cut).
- 9) Need (10) Bags of 100pc VCR221 Drive Pin Rivets 3/8.

10) Need (5) R5-2 size 24X24.

Note : Also quick note the street name signs I would like them to be Pre-Drill for the brackets. So they should have 6 pre-drilled holes.

Also all signs HIP,3m, with graffiti sheeting. Also I would review proof of signs.



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 ext:616

w: www.MontebelloCA.gov e: Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



Hernandez, Juan

From: Hernandez, Juan
Sent: Wednesday, August 02, 2023 10:15 AM
To: 'Craig Cherry (fulltraffic@sbcglobal.net)'
Subject: RE: Quote for signs for City of Montebello

Hi Craig,

Hope all is well if you can please respond with the quote by tomorrow. I really appreciate it.

Thanks
Juan



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 ext:616

w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



From: Hernandez, Juan
Sent: Wednesday, July 12, 2023 5:24 PM
To: 'Craig Cherry (fulltraffic@sbcglobal.net)' <fulltraffic@sbcglobal.net>
Subject: FW: Quote for signs for City of Montebello

Subject: Quote for signs for City of Montebello

Hi Craig & Jerry,

Can you give me a quote for the list of signs listed below:

- 1) Need (20) R1-1 size 30X30
- 2) Need (1) Carob Way 1100 S.
- 3) Need (1) Date ST 400 W.
- 4) Need (1) Frankel Ave 1100 W.
- 5) Need (1) Greenwood Ave 1000 S.
- 6) Need (4) County Public Library → size 24X24--- I've also attached a picture of the sign.
- 7) Need (2) Bundles of 2" X 2" X 10' 14GA Perforated tube.
- 8) Need (3) Bundles of Penetrator Anchors (special cut).

- 9) Need (10) Bags of 100pc VCR221 Drive Pin Rivets 3/8.
- 10) Need (5) R5-2 size 24X24.

Note : Also quick note the street name signs I would like them to be Pre-Drill for the brackets. So they should have 6 pre-drilled holes.

Also all signs HIP,3m, with graffiti sheeting. Also I would review proof of signs.



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 ext:616

w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



ernandez, Juan

From: Hernandez, Juan
Sent: Wednesday, August 02, 2023 10:13 AM
To: 'Marina Robles (Marina@zumar.com)'
Subject: RE: Quote for signs for City of Montebello

Hi Marina,

Hope all is well if you can please respond with the quote by tomorrow. I really appreciate it.

Thanks
Juan



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 ext:616

w: www.MontebelloCA.gov **e:** Juan.Hernandez@MontebelloCA.gov

Office Hours – Monday-Thursday 6:30 a.m. – 4:00 p.m. Closed every Friday.



From: Hernandez, Juan
Sent: Wednesday, July 12, 2023 5:23 PM
To: 'Marina Robles (Marina@zumar.com)' <Marina@zumar.com>
Subject: FW: Quote for signs for City of Montebello

Subject: Quote for signs for City of Montebello

Hi Marina,

Can you give me a quote for the list of signs listed below:

- 1) Need (20) R1-1 size 30X30
- 2) Need (1) Carob Way 1100 S.
- 3) Need (1) Date ST 400 W.
- 4) Need (1) Frankel Ave 1100 W.
- 5) Need (1) Greenwood Ave 1000 S.
- 6) Need (4) County Public Library → size 24X24--- I've also attached a picture of the sign.
- 7) Need (2) Bundles of 2" X 2" X 10' 14GA Perforated tube.
- 8) Need (3) Bundles of Penetrator Anchors (special cut).
- 9) Need (10) Bags of 100pc VCR221 Drive Pin Rivets 3/8.
- 10) Need (5) R5-2 size 24X24.

Note : Also quick note the street name signs I would like them to be Pre-Drill for the brackets. have 6 pre-drilled holes.
Also all signs HIP, 3m, with graffiti sheeting. Also I would review proof of signs.



Juan Hernandez
Public Works Superintendent

Public Works Department

1600 W Beverly Blvd., Montebello, CA 90640

P: 323-887-1200 ext:616

W: www.MontebelloCA.gov E: Juan.Hernandez@MontebelloCA.gov

Office Hours - Monday-Thursday 6:30 a.m. - 4:00 p.m. Closed every Friday.



**Bill To**

Accounts Payable
1600 W. Beverly Blvd.
Montebello, CA 90640

Ship To

Streets
850 Via San Clemente

Montebello, CA 90640

Reprint Purchase Order

No. 2024-00000154

08/16/23

Vendor 43860 HI-WAY SAFETY INC

Contact

MYERS & SONS HI-WAY SAFETY INC
DBA: HI-WAY SAFETY INC.
PO BOX 1030
CHINO, CA 91708

Deliver by**Ship Via****Freight Terms****Originator**

Alexis Lucero

Resolution Number**Payment Terms**

Status	Quantity	U/M	Description	Unit Cost	Total Cost
Open	1.0000	EA	Miscellaneous	\$43,500.0000	\$43,500.00
Item Description STREET MAINTENANCE SIGNS AND HARDWARE SUPPLIES					
G/L Account		Project		Amount	Percent
200-30-310-6040.10 (Contract Services Outside Contracts)					100.00%
Open	1.0000	FR	Miscellaneous	\$1,000.0000	\$1,000.00
Item Description SHIPPING COST					
G/L Account		Project		Amount	Percent
200-30-310-6040.10 (Contract Services Outside Contracts)					100.00%
Open	44500.0000	TAX	Miscellaneous	\$0.1025	\$4,561.25
Item Description SALES TAX 10.25%					
G/L Account		Project		Amount	Percent
200-30-310-6040.10 (Contract Services Outside Contracts)					100.00%

Special Instructions

**Bill To**

Accounts Payable
1600 W. Beverly Blvd.
Montebello , CA 90640

Ship To

Streets
850 Via San Clemente

Montebello, CA 90640

Reprint Purchase Order

No. 2024-00000154

08/16/23

Vendor 43860 HI-WAY SAFETY INC

Contact

MYERS & SONS HI-WAY SAFETY INC
DBA: HI-WAY SAFETY INC.
PO BOX 1030
CHINO, CA 91708

Deliver by**Ship Via****Freight Terms****Originator**

Alexis Lucero

Resolution Number**Payment Terms**

Status	Quantity	U/M	Description	Unit Cost	Total Cost
--------	----------	-----	-------------	-----------	------------

Level	Level Description	Date	Approval User
3	Department Approval	8/10/2023	Alexis Lucero
4	Finance Review	8/15/2023	Jacqueline Leon
5	Finance Approval	8/16/2023	Laurence Gong

Subtotal \$49,061.25

Sales Tax \$0.00

Total Due \$49,061.25

Open Total Cost	\$49,061.25
Amount Voided	
Open Amount Expensed	\$41,121.16
Open Amount Encumbered	\$7,940.09
Amount Discounted	
Open Amount Remaining	\$7,940.09

Special Instructions



City of Montebello

BUDGET TRANSFER/ADJUSTMENT/AMENDMENT REQUEST

Date: 12/20/2023

City Council Meeting Date*

Requesting Department: Public Works

Submitted by: Maria Alcantar

*Use this form if City Council approved a budget amendment (increase) and attach staff report and/or resolution.

*If being used for a City Council approved budget amendment, use the "Transfer To (+)" section below only.

Budget transfer/adjustment/amendment description/justification:
Preparing a Budget Transfer for Hi-Way Safety and JCB Change PO

TRANSFER FROM(-)				TRANSFER TO (+)			
Account Number	Project# (if applicable)	Description	Amount	Account Number	Project# (if applicable)	Description	Amount
200-99-6040.10		Signs, Hardware, Asphalt (CIP #11)	80,000	200-30-310-6040.10		Contract Service Outside Contracts	80,000
100-30-340-6040.50		Contract Services-Street Maintenance	15,000	100-30-310-6010.10		Machinery and Equipment	15,000
TOTAL			95,000				95,000

APPROVALS:

Department Director: Rik Montalvo
Accounting Manager: [Signature]

Date: 12/21/23
Date: 01-02-2024

FINANCE USE ONLY:

Received by: ER Initials: ER Date: 01-02-24
Input by: ER Initials: ER Date: 01-02-24

JV/BA# 2024-0886



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
40.400 - Finance,Administration	2024-00000886	BA	GL	12/20/2023	PREP BUDGT TRANS FOR HI-WAY SAFETY AND JCB CHANGE PO				

G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount
12/20/2023	200-99-6040.10	Contract Services Outside Contracts	PREP BUDGT TRANS FOR HI-WAY SAFETY AND JCB CHANGE PO		.00	80,000.00
12/20/2023	100-30-340-6040.50	Contract Services Street Maintenance	PREP BUDGT TRANS FOR HI-WAY SAFETY AND JCB CHANGE PO		.00	15,000.00
12/20/2023	200-30-310-6040.10	Contract Services Outside Contracts	PREP BUDGT TRANS FOR HI-WAY SAFETY AND JCB CHANGE PO		80,000.00	.00
12/20/2023	100-30-310-6010.10	Machinery & Equipments Machinery & Equipment	PREP BUDGT TRANS FOR HI-WAY SAFETY AND JCB CHANGE PO		15,000.00	.00
Number of Entries: 4					\$95,000.00	\$95,000.00

SS





Budget Performance Report

Fiscal Year to Date 01/17/24

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 200 - Gas Tax									
EXPENSE									
Department 99 - Non-Departmental									
6040 Contract Services									
6040.10 Contract Services Outside Contracts		275,000.00	232,366.00	507,366.00	.00	8,587.00	21,760.00	477,019.00	6
6040 - Contract Services Totals		\$275,000.00	\$232,366.00	\$507,366.00	\$0.00	\$8,587.00	\$21,760.00	\$477,019.00	6%
Department 99 - Non-Departmental Totals		\$275,000.00	\$232,366.00	\$507,366.00	\$0.00	\$8,587.00	\$21,760.00	\$477,019.00	6%
EXPENSE TOTALS		\$275,000.00	\$232,366.00	\$507,366.00	\$0.00	\$8,587.00	\$21,760.00	\$477,019.00	6%
Fund 200 - Gas Tax Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		275,000.00	232,366.00	507,366.00	.00	8,587.00	21,760.00	477,019.00	6%
Fund 200 - Gas Tax Totals		(\$275,000.00)	(\$232,366.00)	(\$507,366.00)	\$0.00	(\$8,587.00)	(\$21,760.00)	(\$477,019.00)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		275,000.00	232,366.00	507,366.00	.00	8,587.00	21,760.00	477,019.00	6%
Grand Totals		(\$275,000.00)	(\$232,366.00)	(\$507,366.00)	\$0.00	(\$8,587.00)	(\$21,760.00)	(\$477,019.00)	



Budget Performance Report

Fiscal Year to Date 01/17/24

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 200 - Gas Tax									
EXPENSE									
Department 30 - Public Works									
Division 310 - Streets									
6040	Contract Services								
6040.10	Contract Services Outside Contracts	.00	141,368.00	141,368.00	.00	19,005.09	61,570.67	60,792.24	57
6040 - Contract Services Totals		\$0.00	\$141,368.00	\$141,368.00	\$0.00	\$19,005.09	\$61,570.67	\$60,792.24	57%
Division 310 - Streets Totals		\$0.00	\$141,368.00	\$141,368.00	\$0.00	\$19,005.09	\$61,570.67	\$60,792.24	57%
Department 30 - Public Works Totals		\$0.00	\$141,368.00	\$141,368.00	\$0.00	\$19,005.09	\$61,570.67	\$60,792.24	57%
EXPENSE TOTALS		\$0.00	\$141,368.00	\$141,368.00	\$0.00	\$19,005.09	\$61,570.67	\$60,792.24	57%
Fund 200 - Gas Tax Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		.00	141,368.00	141,368.00	.00	19,005.09	61,570.67	60,792.24	57%
Fund 200 - Gas Tax Totals		\$0.00	(\$141,368.00)	(\$141,368.00)	\$0.00	(\$19,005.09)	(\$61,570.67)	(\$60,792.24)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		.00	141,368.00	141,368.00	.00	19,005.09	61,570.67	60,792.24	57%
Grand Totals		\$0.00	(\$141,368.00)	(\$141,368.00)	\$0.00	(\$19,005.09)	(\$61,570.67)	(\$60,792.24)	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
40.400 - Finance,Administration	2024-00001033 ✓	BA	GL	01/16/2024 ✓	BUDG. TRANS. FOR HI-WAY SAFETY & SUPERIOR PYMNT ✓				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
01/16/2024 ✓	200-99-6040.10 ✓	Contract Services Outside Contracts	BUDG. TRANS. FOR HI-WAY SAFETY & SUPERIOR PYMNT ✓		.00	51,000.00 ✓			
01/16/2024 ✓	200-30-310-6040.10 ✓	Contract Services Outside Contracts	BUDG. TRANS. FOR HI-WAY SAFETY & SUPERIOR PYMNT ✓		51,000.00 ✓	.00			
Number of Entries: 2					\$51,000.00	\$51,000.00			

K.A.



ITEM # 15

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-09 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED FEBRUARY 14, 2024**

RESOLUTION 24-09
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.1566, consisting of 14 pages, and including:

Warrant No.

General: Check No. 602270 through 602481
ACH No. 5580 through 5731

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 14th day of February 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-09

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. 24-09 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 14th day of February 2024 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. 1566
From Payment Date 01/12/24 - To Payment Date 02/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5580	01/18/2024	\$2,542,583.61	CASH WITH FISCAL AGENT	17870	THE BANK OF NEW YORK MELLON
5581	01/18/2024	\$4,970.05	SUPPLIES	3163	BANK OF AMERICA
5582	01/18/2024	\$1,814.42	SUPPLIES	3163	BANK OF AMERICA
5583	01/18/2024	\$276.32	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5584	01/18/2024	\$3,129.26	SUPPLIES	3163	BANK OF AMERICA
5585	01/18/2024	\$3,523.57	SUPPLIES	3163	BANK OF AMERICA
5586	01/18/2024	\$2,790.00	TRAINING	3163	BANK OF AMERICA
5587	01/18/2024	\$5,000.00	CONTRACT SERVICES	3559	789 INC
5588	01/18/2024	\$2,850.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5589	01/18/2024	\$355.56	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5590	01/18/2024	\$360.00	CONTRACT SERVICES	2365	LETICIA TORRES
5591	01/18/2024	\$3,758.43	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5592	01/18/2024	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
5593	01/18/2024	\$10,203.80	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
5594	01/18/2024	\$1,280.00	CONTRACT SERVICES	19250	N/S CORPORATION
5595	01/18/2024	\$54,367.58	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5596	01/18/2024	\$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
5597	01/18/2024	\$1,218.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
5598	01/18/2024	\$341.37	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5599	01/18/2024	\$1,500.00	EDUCATION REIMBURSEMENT	3610	SARBJEET SINGH
5600	01/18/2024	\$634.41	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5601	01/18/2024	\$10,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
5602	01/18/2024	\$2,944.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5603	01/18/2024	\$3,020.83	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5604	01/25/2024	\$4,718.87	SUPPLIES	3163	BANK OF AMERICA
5605	01/25/2024	\$4,819.53	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1566
From Payment Date 01/12/24 - To Payment Date 02/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5606	01/25/2024	\$3,740.37	SUPPLIES	3163	BANK OF AMERICA
5607	01/25/2024	\$4,286.98	SUPPLIES	3163	BANK OF AMERICA
5608	01/25/2024	\$723.14	SUPPLIES	3163	BANK OF AMERICA
5609	01/25/2024	\$1,255.85	SUPPLIES	3163	BANK OF AMERICA
5610	01/25/2024	\$204.39	SUPPLIES	3163	BANK OF AMERICA
5611	01/25/2024	\$517.56	SUPPLIES	3163	BANK OF AMERICA
5612	01/25/2024	\$3,064.45	SUPPLIES	3163	BANK OF AMERICA
5613	01/25/2024	\$3,443.17	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
5614	01/25/2024	\$305.45	SUPPLIES	3163	BANK OF AMERICA
5615	01/25/2024	\$98.00	FUEL	3163	BANK OF AMERICA
5616	01/25/2024	\$278.74	FUEL	3163	BANK OF AMERICA
5617	01/25/2024	\$164.79	FUEL	3163	BANK OF AMERICA
5618	01/25/2024	\$536.93	SUPPLIES	3163	BANK OF AMERICA
5619	01/25/2024	\$269.19	SUPPLIES	3163	BANK OF AMERICA
5620	01/25/2024	\$145.32	FUEL	3163	BANK OF AMERICA
5621	01/25/2024	\$123.62	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5622	01/25/2024	\$268.99	FUEL	3163	BANK OF AMERICA
5623	01/25/2024	\$36.38	SUPPLIES	3163	BANK OF AMERICA
5624	01/25/2024	\$119.40	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5625	01/25/2024	\$135.14	FUEL	3163	BANK OF AMERICA
5626	01/25/2024	\$1,933.04	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
5627	01/25/2024	\$1,329.51	SUPPLIES	3163	BANK OF AMERICA
5628	01/25/2024	\$1,227.89	TRAINING	3163	BANK OF AMERICA
5629	01/25/2024	\$3,415.89	TRAINING	3163	BANK OF AMERICA
5630	01/25/2024	\$2,870.00	TRAINING	3163	BANK OF AMERICA
5631	01/25/2024	\$879.77	SUPPLIES	3163	BANK OF AMERICA
5632	01/25/2024	\$1,687.19	SUPPLIES	3163	BANK OF AMERICA
5633	01/25/2024	\$3,943.41	SUPPLIES	3163	BANK OF AMERICA



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5634	01/25/2024	\$785.71	SUPPLIES	3163	BANK OF AMERICA
5635	01/25/2024	\$793.03	SUPPLIES	3163	BANK OF AMERICA
5636	01/25/2024	\$764.35	TRAINING	3163	BANK OF AMERICA
5637	01/25/2024	\$452.93	SUPPLIES	3163	BANK OF AMERICA
5638	01/25/2024	\$3,189.31	FUEL	3163	BANK OF AMERICA
5639	01/25/2024	\$800.00	TRAINING	3163	BANK OF AMERICA
5640	01/25/2024	\$2,184.44	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5641	01/25/2024	\$422.85	SUPPLIES	3163	BANK OF AMERICA
5642	01/25/2024	\$467.19	SUPPLIES	3163	BANK OF AMERICA
5643	01/25/2024	\$969.44	SUPPLIES	3163	BANK OF AMERICA
5644	01/25/2024	\$691.69	SUPPLIES	3163	BANK OF AMERICA
5645	01/25/2024	\$456.58	SUPPLIES	3163	BANK OF AMERICA
5646	01/25/2024	\$1,657.41	SUPPLIES	3163	BANK OF AMERICA
5647	01/25/2024	\$76.24	SUPPLIES	3163	BANK OF AMERICA
5648	01/25/2024	\$15.00	SUPPLIES	3163	BANK OF AMERICA
5649	01/25/2024	\$25.91	MISCELLANEOUS EXPENSE	3163	BANK OF AMERICA
5650	01/25/2024	\$4,706.30	TRAINING	3163	BANK OF AMERICA
5651	01/25/2024	\$470.58	SUPPLIES	3163	BANK OF AMERICA
5652	01/25/2024	\$400.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5653	01/25/2024	\$1,933.87	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5654	01/25/2024	\$3,611.55	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5655	01/25/2024	\$374,455.45	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5656	01/25/2024	\$75,018.36	RETIREMENT	17	CAL PERS
5657	01/25/2024	\$200.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5658	01/25/2024	\$26,418.63	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5659	01/25/2024	\$79,469.35	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5660	01/25/2024	\$409.26	BUILDING IMPROVEMENTS	2586	AMAZON CAPITAL SERVICES INC
5661	01/25/2024	\$950.36	SUPPLIES	35980	SAEED RADMEHR



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5662	01/25/2024	\$25,668.63	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5663	01/25/2024	\$1,225.89	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5664	01/25/2024	\$4,000.65	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
5665	01/25/2024	\$87,161.90	FUEL INVENTORY	962	MO DION & SONS INC
5666	01/25/2024	\$4,650.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
5667	01/25/2024	\$500.00	CONTRACT SERVICES	2956	GLADWELL GOVERNMENTAL SERVICES INC
5668	01/25/2024	\$4,500.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
5669	01/25/2024	\$1,693.77	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5670	01/25/2024	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
5671	01/25/2024	\$3,000.00	SUPPLIES	1349	HEART OF COMPASSION
5672	01/25/2024	\$111,470.53	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
5673	01/25/2024	\$186.92	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5674	01/25/2024	\$294.14	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
5675	01/25/2024	\$9,151.08	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5676	01/25/2024	\$2,404.71	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
5677	01/25/2024	\$57,500.90	BUILDING IMPROVEMENTS	3365	MOHAWK FACTORING LLC
5678	01/25/2024	\$356.28	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5679	01/25/2024	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
5680	01/25/2024	\$231.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5681	01/25/2024	\$76,804.64	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5682	01/25/2024	\$1,550.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
5683	01/25/2024	\$117.76	SUPPLIES	1120	BLUETRITON BRANDS INC
5684	01/25/2024	\$665.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5685	01/25/2024	\$1,105.86	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5686	01/25/2024	\$675.46	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5687	01/25/2024	\$38,585.29	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
5688	01/25/2024	\$44,231.61	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5689	01/25/2024	\$2,101.25	SUPPLIES	3088	WAXIES ENTERPRISES LLC



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5690	01/25/2024	\$0.00	VOID	4377	MICROSOFT CORPORTATION
5691	02/01/2024	\$64.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5692	02/01/2024	\$694.99	TRAINING	3163	BANK OF AMERICA
5693	02/01/2024	\$64.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5694	02/01/2024	\$167.75	FUEL	3163	BANK OF AMERICA
5695	02/01/2024	\$8,731.28	SUPPLIES	3163	BANK OF AMERICA
5696	02/01/2024	\$1,134.38	SUPPLIES	3163	BANK OF AMERICA
5697	02/01/2024	\$64.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5698	02/01/2024	\$1,079.85	SUPPLIES	3163	BANK OF AMERICA
5699	02/01/2024	\$237.08	SUPPLIES	3163	BANK OF AMERICA
5700	02/01/2024	\$1,168.29	SUPPLIES	3163	BANK OF AMERICA
5701	02/01/2024	\$945.14	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
5702	02/01/2024	\$3,854.94	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5703	02/01/2024	\$821.70	SUPPLIES	3163	BANK OF AMERICA
5704	02/01/2024	\$7,398.56	SUPPLIES	3163	BANK OF AMERICA
5705	02/01/2024	\$449.53	SUPPLIES	3163	BANK OF AMERICA
5706	02/01/2024	\$4,621.08	SUPPLIES	3163	BANK OF AMERICA
5707	02/01/2024	\$5,000.00	CONTRACT SERVICES	3559	789 INC
5708	02/01/2024	\$1,054.64	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
5709	02/01/2024	\$829.08	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5710	02/01/2024	\$345.58	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5711	02/01/2024	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
5712	02/01/2024	\$780.10	SUPPLIES	70920	DECALS BY DESIGN INC
5713	02/01/2024	\$40,179.94	FUEL	962	MO DION & SONS INC
5714	02/01/2024	\$1,724.45	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5715	02/01/2024	\$1,625.09	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5716	02/01/2024	\$111,168.32	CONTRACT SERVICES	2793	IBE DIGITAL
5717	02/01/2024	\$3,213.72	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC



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5718	02/01/2024	\$8,424.13	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5719	02/01/2024	\$11,301.38	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
5720	02/01/2024	\$4,735.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
5721	02/01/2024	\$511.78	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
5722	02/01/2024	\$555.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
5723	02/01/2024	\$4,459.86	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5724	02/01/2024	\$1,179.12	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5725	02/01/2024	\$21,000.00	CONTRACT SERVICES	3491	NAVIRETAIL INC
5726	02/01/2024	\$1,268.20	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5727	02/01/2024	\$16.53	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5728	02/01/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
5729	02/01/2024	\$2,406.92	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5730	02/01/2024	\$99.22	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5731	02/01/2024	\$400.00	TRAINING	31360	DAVID J KIM
ACH TOTAL		\$4,056,187.03			
602270	01/17/2024	\$576.10	MISCELLANEOUS EXPENSE	4395	DEMETRIO VALDEZ
602271	01/18/2024	\$1,221.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
602272	01/18/2024	\$874.85	TRAINING	4317	MARIO ARREOLA
602273	01/18/2024	\$202.17	UTILITY SERVICES	39550	AT&T
602274	01/18/2024	\$4,977.16	UTILITY SERVICES	39550	AT&T
602275	01/18/2024	\$39.33	UTILITY SERVICES	39550	AT&T
602276	01/18/2024	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
602277	01/18/2024	\$18,332.19	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
602278	01/18/2024	\$50.24	SUPPLIES	4393	JESSE BUENDIA
602279	01/18/2024	\$36,950.10	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORENSEN, LLP
602280	01/18/2024	\$264,705.37	INSURANCE	2250	STATE OF CALIFORNIA



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602281	01/18/2024	\$3,400.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
602282	01/18/2024	\$10,011.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602283	01/18/2024	\$250.00	TRAINING	4134	ISRAEL CERVANTES
602284	01/18/2024	\$234.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602285	01/18/2024	\$448.55	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
602286	01/18/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
602287	01/18/2024	\$150.00	TRAINING	842	CSULB FOUNDATION
602288	01/18/2024	\$200.00	CONTRACT SERVICES	2759	D F POLYGRAPH
602289	01/18/2024	\$676.93	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
602290	01/18/2024	\$300.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
602291	01/18/2024	\$34,283.26	VEHICLE PURCHASES	4366	FORD OF DOWNTOWN LA
602292	01/18/2024	\$617.35	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
602293	01/18/2024	\$11,122.19	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
602294	01/18/2024	\$4,348.40	SUPPLIES	4279	GREENBERG CASEWORK COMPANY INC
602295	01/18/2024	\$730.89	SUPPLIES	2059	HASA INC
602296	01/18/2024	\$2,600.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
602297	01/18/2024	\$20,839.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
602298	01/18/2024	\$1,148.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
602299	01/18/2024	\$1,052.36	EDUCATION REIMBURSEMENT	4394	DAVID MEDINA
602300	01/18/2024	\$981.54	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
602301	01/18/2024	\$4,100.00	ADVERTISING/PRINTING SERVICES	3116	MONARCH LITHO INC
602302	01/18/2024	\$3,209.59	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602303	01/18/2024	\$123.48	TRAVEL & MEETINGS	12180	MS FLOWERS
602304	01/18/2024	\$196,448.38	CONTRACT SERVICES	3845	NANCY P. DOUMANIAN, INC.
602305	01/18/2024	\$253.08	SUPPLIES	15620	OFFICE DEPOT INC
602306	01/18/2024	\$2,995.00	CONTRACT SERVICES	3748	PLACER LABS, INC.
602307	01/18/2024	\$618.64	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602308	01/18/2024	\$16,911.03	MISCELLANEOUS EXPENSE	43510	QUIET CANNON MONTEBELLO INC



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602309	01/18/2024	\$682,005.38	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
602310	01/18/2024	\$446.19	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
602311	01/18/2024	\$2,831.36	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602312	01/18/2024	\$2,009.32	TRAINING	121	ROSEMARY SANCHEZ
602313	01/18/2024	\$474.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
602314	01/18/2024	\$18,920.00	CONTRACT SERVICES	2976	JEREMY P SOMMERS
602315	01/18/2024	\$8,311.19	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602316	01/18/2024	\$1,658.32	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
602317	01/18/2024	\$700.00	DUES & SUBSCRIPTIONS	29600	SOCAL PUBLIC LABOR RELATIONS COUNCIL
602318	01/18/2024	\$4,552.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
602319	01/18/2024	\$652.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
602320	01/18/2024	\$3,335.60	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602321	01/18/2024	\$4,085.25	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602322	01/18/2024	\$2,346.62	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602323	01/18/2024	\$7,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
602324	01/18/2024	\$49,947.35	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602325	01/18/2024	\$100.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
602326	01/18/2024	\$960.00	CONTRACT SERVICES	2905	ZUTRA WATER
602327	01/18/2024	\$250.00	GENERAL GOVERNMENT	4348	MATTHEW MUNOZ
602328	01/18/2024	\$90.00	TRAVEL & MEETINGS	1416	CITY OF WHITTIER
602329	01/25/2024	\$1,605.90	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
602330	01/25/2024	\$5,504.76	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
602331	01/25/2024	\$264.33	UTILITY SERVICES	39550	AT&T
602332	01/25/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
602333	01/25/2024	\$475.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
602334	01/25/2024	\$3,250.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
602335	01/25/2024	\$4,120.19	CONTRACT SERVICES	34750	BOB MURRAY & ASSOCIATES
602336	01/25/2024	\$1,350.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS



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602337	01/25/2024	\$66.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
602338	01/25/2024	\$56.51	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602339	01/25/2024	\$165.07	SUPPLIES	347	DANIEL CONTRERAS
602340	01/25/2024	\$6,168.43	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
602341	01/25/2024	\$155.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
602342	01/25/2024	\$802.21	SUPPLIES	4307	DELUXE SMALL BUSINESS SALES INC
602343	01/25/2024	\$219,456.00	CONTRACT SERVICES	30170	CITY OF DOWNEY
602344	01/25/2024	\$850.50	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
602345	01/25/2024	\$150.00	TRAINING	3746	PAUL ESPINOSA
602346	01/25/2024	\$994.34	CONTRACT SERVICES	3982	EVERNOTH CARE SOLUTIONS, INC
602347	01/25/2024	\$1,612.19	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
602348	01/25/2024	\$97.70	TRAVEL & MEETINGS	22400	FEDERAL EXPRESS CORPORATION
602349	01/25/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
602350	01/25/2024	\$83.39	VEHICLE MAINTENANCE/EXPENSES	52660	FRANKLIN TRUCK PARTS
602351	01/25/2024	\$60.00	PARKS AND RECREATION	3229	NOELIA GARCIA
602352	01/25/2024	\$100.00	TRAINING	4398	OMIR GARCIA
602353	01/25/2024	\$776.82	CONTRACT SERVICES	28730	GARFIELD CAR WASH
602354	01/25/2024	\$43.38	MAIL/ POSTAL EXPENSE	3167	GLS US
602355	01/25/2024	\$950.00	CONTRACT SERVICES	3846	GREGORY A MILES
602356	01/25/2024	\$2,000.00	SUPPLIES	4361	JAKEB HALL
602357	01/25/2024	\$326.90	SUPPLIES	15440	HOSE-MAN INC
602358	01/25/2024	\$1,140.35	TRAINING	3547	ZACHARY HUMBER
602359	01/25/2024	\$190.00	DUES & SUBSCRIPTIONS	8330	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE
602360	01/25/2024	\$1,758.78	MACHINERY & EQUIPMENTS	2405	SOCAL JCB
602361	01/25/2024	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
602362	01/25/2024	\$7,500.00	SETTLEMENTS	4404	JIMENEZ LAW LLP
602363	01/25/2024	\$4,050.00	CONTRACT SERVICES	4219	MOHAMMED KHAN
602364	01/25/2024	\$22,130.00	DUES & SUBSCRIPTIONS	26920	LEAGUE OF CALIFORNIA CITIES



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602365	01/25/2024	\$367.23	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
602366	01/25/2024	\$300.00	TRAINING	56630	LACPCA
602367	01/25/2024	\$26,545.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
602368	01/25/2024	\$472.21	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602369	01/25/2024	\$4,319.09	ACCOUNTS RECEIVABLE	8720	SCOTT MORTON
602370	01/25/2024	\$1,830.81	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
602371	01/25/2024	\$573.23	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
602372	01/25/2024	\$4,459.49	CONTRACT SERVICES	4380	NEXTREQUEST LLC
602373	01/25/2024	\$900.85	SUPPLIES	15620	OFFICE DEPOT INC
602374	01/25/2024	\$7,950.00	CONTRACT SERVICES	3813	PACE SYSTEMS, INC.
602375	01/25/2024	\$1,300.00	BUILDING IMPROVEMENTS	4402	PREMIER WALL SYSTEMS INC
602376	01/25/2024	\$255.59	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602377	01/25/2024	\$300.00	CONTRACT SERVICES	3233	PUEPKE CONSULTING
602378	01/25/2024	\$175.76	SUPPLIES	503	QUADIENT INC
602379	01/25/2024	\$1,031.96	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
602380	01/25/2024	\$100.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
602381	01/25/2024	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
602382	01/25/2024	\$748.50	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602383	01/25/2024	\$455.50	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602384	01/25/2024	\$13,235.48	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602385	01/25/2024	\$8,413.74	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
602386	01/25/2024	\$595.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
602387	01/25/2024	\$712.77	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
602388	01/25/2024	\$13,479.02	UTILITY SERVICES	526	T-MOBILE USA INC
602389	01/25/2024	\$850.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
602390	01/25/2024	\$8,101.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602391	01/25/2024	\$1,200.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602392	01/25/2024	\$930.42	SUPPLIES	3110	TOMAS ALVARADO



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602393	01/25/2024	\$63,591.69	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
602394	01/25/2024	\$729.00	TRAINING	3139	TRI- TECH FORENSICS INC
602395	01/25/2024	\$60.00	PARKS AND RECREATION	4397	EDUARDO TRUJILLO
602396	01/25/2024	\$750.99	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
602397	01/25/2024	\$1,755.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
602398	01/25/2024	\$1,955.28	CONTRACT SERVICES	45120	ULINE INC
602399	01/25/2024	\$3,853.24	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
602400	01/25/2024	\$33,088.08	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602401	01/25/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
602402	01/25/2024	\$3,500.00	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
602403	01/25/2024	\$3,522.82	FRINGE BENEFITS	58990	VISION SERVICE PLAN
602404	01/25/2024	\$837.42	SUPPLIES	9470	W W GRAINGER INC
602405	01/25/2024	\$7,287.76	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
602406	01/25/2024	\$60.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
602407	01/25/2024	\$60.00	CONTRACT SERVICES	328	ANNE L DONOFRIO (OR)
602408	01/25/2024	\$60.00	PARKS AND RECREATION	4401	BEATRIZ ZEPEDA
602409	01/25/2024	\$3,585.56	CONTRACT SERVICES	4377	MICROSOFT CORPORTATION
602410	01/25/2024	\$5,495.00	CONTRACT SERVICES	3401	M & J PAUL ENTERPRISES INC
602411	01/25/2024	\$18,200.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
602412	02/01/2024	\$558.00	GENERAL GOVERNMENT	4392	MIGUEL GUZMAN
602413	02/01/2024	\$250.00	CONTRACT SERVICES	1674	1st JON INC
602414	02/01/2024	\$3,300.70	UTILITY SERVICES	1732	AT&T CORP
602415	02/01/2024	\$5,190.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
602416	02/01/2024	\$270.38	MACHINERY & EQUIPMENTS	1640	ARI PHOENIX INC
602417	02/01/2024	\$6,565.13	UTILITY SERVICES	39550	AT&T
602418	02/01/2024	\$58.88	UTILITY SERVICES	39550	AT&T
602419	02/01/2024	\$155,660.82	CONTRACT SERVICES	4221	ATI HOLDCO LLC
602420	02/01/2024	\$2,432.15	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC



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602421	02/01/2024	\$2,934.00	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORENSEN, LLP
602422	02/01/2024	\$448.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
602423	02/01/2024	\$1,500.00	DUES & SUBSCRIPTIONS	54110	CALIFORNIA PEACE OFFICERS ASSOCIATION
602424	02/01/2024	\$558.03	SUPPLIES	3505	MICHAEL CAPALBO
602425	02/01/2024	\$3,653.74	TRAVEL & MEETINGS	3173	HERMES CARBAJAL
602426	02/01/2024	\$10,550.00	CONTRACT SERVICES	1303	CERTIFIED ROOFING APPLICATORS INC
602427	02/01/2024	\$6,700.00	CONTRACT SERVICES	3644	GRACE CHANG
602428	02/01/2024	\$1,846.40	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
602429	02/01/2024	\$2,622.91	MACHINERY & EQUIPMENTS	3784	CPACINC.COM
602430	02/01/2024	\$7,402.12	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
602431	02/01/2024	\$2,340.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
602432	02/01/2024	\$204.43	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
602433	02/01/2024	\$60.00	PARKS AND RECREATION	4407	AMY ELIZARRARAZ
602434	02/01/2024	\$226.49	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
602435	02/01/2024	\$550.00	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
602436	02/01/2024	\$483.95	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
602437	02/01/2024	\$54.57	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
602438	02/01/2024	\$500.00	GENERAL GOVERNMENT	4408	SYLVIA GUILLEN
602439	02/01/2024	\$1,739.48	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
602440	02/01/2024	\$641.97	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
602441	02/01/2024	\$453.25	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
602442	02/01/2024	\$2,555.74	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
602443	02/01/2024	\$425.00	CONTRACT SERVICES	993	IVA SOLUTIONS INC
602444	02/01/2024	\$1,108.01	UNIFORM EXPENSE	1169	JCM AND ASSOCIATES INC
602445	02/01/2024	\$5,700.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
602446	02/01/2024	\$0.00	VOID	178	DAVID KIM
602447	02/01/2024	\$2,600.00	SUPPLIES	4406	LA CLIPPERS
602448	02/01/2024	\$8,189.85	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602449	02/01/2024	\$242.51	MACHINERY & EQUIPMENTS	4314	LINDE GAS & EQUIPMENT INC
602450	02/01/2024	\$2,000.00	EDUCATION REIMBURSEMENT	737	LUIS MARTINEZ
602451	02/01/2024	\$3,250.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
602452	02/01/2024	\$733.56	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602453	02/01/2024	\$250.00	TRAINING	3218	TREVOR MORGAN
602454	02/01/2024	\$1,200.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
602455	02/01/2024	\$1,515.28	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
602456	02/01/2024	\$638.30	SUPPLIES	15620	OFFICE DEPOT INC
602457	02/01/2024	\$71.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
602458	02/01/2024	\$800.00	CONTRACT SERVICES	4384	FRANCISCO PALOMA
602459	02/01/2024	\$250.00	GENERAL GOVERNMENT	4405	MARTHA MARDUENO PANGAN
602460	02/01/2024	\$456.06	RETIREMENT	42490	LINDA PAYAN
602461	02/01/2024	\$2,080.93	SUPPLIES	29420	PRO FORCE LAW ENFORCEMENT
602462	02/01/2024	\$1,762.74	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602463	02/01/2024	\$339.98	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602464	02/01/2024	\$5,557.27	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
602465	02/01/2024	\$2,157.46	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602466	02/01/2024	\$4,862.16	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602467	02/01/2024	\$41,565.99	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602468	02/01/2024	\$1,295.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
602469	02/01/2024	\$1,953.21	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602470	02/01/2024	\$1,365.75	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602471	02/01/2024	\$2,400.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602472	02/01/2024	\$2,705.42	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602473	02/01/2024	\$29,112.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS LLC
602474	02/01/2024	\$4,200.00	CONTRACT SERVICES	4412	URIEL R TRUJILLO
602475	02/01/2024	\$791.86	SUPPLIES	45120	ULINE INC
602476	02/01/2024	\$7,524.50	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602477	02/01/2024	\$5,976.52	CONTRACT SERVICES	191	VECTOR RESOURCES INC
602478	02/01/2024	\$1,257.95	UTILITY SERVICES	23610	VERIZON WIRELESS
602479	02/01/2024	\$558.74	SUPPLIES	9470	W W GRAINGER INC
602480	02/01/2024	\$41,380.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
602481	02/01/2024	\$284.62	TRAINING	3216	ANDRE YZAGUIRRE
CHECK TOTAL		\$2,407,706.27			
GRAND TOTAL		\$6,463,893.30			



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 - February

February 28th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Nava Solutions Presentation	Closed Session	Human Resources	John S.
	Citizen of the Month - Diana Reymundo	Presentation	Public Affairs	David S.
	Recognition of New Police Department Employees	Presentation	Police	Chief Espinosa
	Community Relations Update	Presentation	Police	Chief Espinosa
	Annual Action Plan	Regular Business	Planning	Joe P.
	City Council FY 2024/25 Budget Priorities	Regular Business	Finance	Michael S.
	Issue an RFP for TPH Services (Workers Comp & General Liability)	Consent	HR	John S.
	Request to Issue an RFP Sewer Lift/Pump Stations Maintenance Services	Consent	Public Works	Cesar R.
	Issue an RFP for Summer Food Service Provider	Consent	Parks & Rec	David S.
	Award a Professional Service Agreement for the Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7	Consent	Transit	Adriana K.
	Approve an Agreement to Purchase Three Heavy Duty Transit, Forty-Foot, Fuel Cell Electric Buses (FCEBs)	Consent	Transit	Adriana K.
	Fire Department Job Description Updates (FF/PM, Field Case Manager, FF/PM Trainee)	Consent	Fire	Pelaez/Angelica
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.