



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, FEBRUARY 28, 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 – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Irma Macias v. City of Montebello, et al.
Los Angeles Superior Court Case No. 22STCV13534
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Carrera v. City of Montebello, et al.
Los Angeles Superior Court Case No. 21STCV24612
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA, MMPA, MEMA, SMART-TD, and unrepresented employees.

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

4. **CITIZEN OF THE MONTH - DIANA REYMUNDO**
5. **CRIME AND COMMUNITY RELATIONS UPDATE**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

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

6. PUBLIC HEARING TO ADOPT RESOLUTION NO. 24-10 APPROVING THE DRAFT FISCAL YEAR 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN, THE HOME REHABILITATION GRANT PROGRAM AND AMENDMENT NUMBER TWO OF THE 2022 CDBG COMMERCIAL FAÇADE PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 24-10 approving the draft Fiscal Year 2024-25 Community Development Block Grant and HOME Investment Partnerships Annual Action Plan; and
2. Adopt Resolution approving the HOME Investment Partnership Program funded HOME Rehabilitation Grant Program Guidelines; and
3. Adopt Resolution approving Amendment Number Two of the 2022 Community Development Block Grant ("CDBG") Commercial Façade Program Guidelines regarding Program Location Boundary; and
4. Take such additional, related action that may be desirable.

REGULAR BUSINESS

7. FISCAL YEAR 2024-25 CITY COUNCIL BUDGET PRIORITY SETTING

RECOMMENDATION: It is recommended that the City Council:

1. Provide feedback to Staff regarding budget priorities for Fiscal Year 2024-25 guided by the strategic principles outlined in the agenda report below; and,
2. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

8. AWARD PROFESSIONAL SERVICES AGREEMENT, NO. 4180 TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES REQUEST FOR PROPOSAL NO. 24-7

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4180 to Kimley-Horn and Associates, Inc. for the Bus Stop Improvement Project (BSIP) Consulting Services for RFP No. 24-7; and
2. Authorize the City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with Kimley-Horn and Associates, Inc.; and
3. Take such additional, related action that may be desirable.

9. **APPROVE AGREEMENT NO. 4183 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE THREE, FORTY-FOOT, HEAVY DUTY HYDROGEN FUEL CELL TRANSIT BUSES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4183 with New Flyer of America, Inc. (New Flyer), to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Transit Buses; and
2. Authorize the City Manager and/or their designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

10. **APPROVE ISSUING A REQUEST FOR PROPOSAL, NO. 24-12 FOR BUS DETAILING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Bus Detailing Services Request for Proposal (RFP) No. 24-12; and
2. Take such additional, related action that may be desirable.

11. **AUTHORIZATION TO ISSUE SUMMER FOOD SERVICE PROGRAM PROVIDER REQUEST FOR QUOTATIONS (RFQ No. 24-1)**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to issue a Request for Quotations (RFQ No. 24-1) for Summer Food Service Program Provider; and
2. Take such additional, related action that may be desirable.

12. **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NOS. 24-13 AND 24-14 FOR THIRD-PARTY ADMINISTRATOR SERVICES FOR THE CITY'S SELF-FUNDED WORKERS COMPENSATION AND GENERAL LIABILITY PROGRAMS**

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-13) for the City's self-funded workers' compensation program; and
2. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-14) for the City's self-funded general liability program; and
3. Take such additional, related action that may be desirable.

13. **APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 4 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$40,410; and
2. Authorize the City Manager to execute the amendment on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,410 in Account No. 310-30-302-6040.80 (Golf Course Renovation Project, Public Works, Engineering Services); and
4. Take such additional, related, action that may be desirable.

14. REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Managers report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Departments Men's and Women's locker rooms; and
3. Authorize the City Manager by a four-fifths (4/5) vote of the City Council, to execute professional service agreements with Pro Ceramic Tile, Mr. Rooter Plumbing, and Premier Wall Systems; for the repair of the Montebello Police Department at an estimated total cost of \$450,000; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$450,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair); and
5. Take such additional, related action that may be desirable.

15. APPROVAL OF MINUTES: JANUARY 10, 2024, CITY COUNCIL AND SUCCESSOR AGENCY MEETING; JANUARY 10, 2024, CITY COUNCIL MEETING; JANUARY 24, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-11 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 28, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-11 approving the Warrant Register dated February 28, 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.

- David N. Torres, Councilmember
- Salvador Melendez, Mayor Pro Tem
- Angie M. Jimenez, Councilmember
- Georgina Tamayo, Councilmember
- 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 March 13, 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 25, 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 # 6

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **PUBLIC HEARING TO ADOPT RESOLUTION NO. 24-10 APPROVING THE DRAFT FISCAL YEAR 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN, THE HOME REHABILITATION GRANT PROGRAM AND AMENDMENT NUMBER TWO OF THE 2022 CDBG COMMERCIAL FAÇADE PROGRAM**

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 24-10 approving the draft Fiscal Year 2024-25 Community Development Block Grant and HOME Investment Partnerships Annual Action Plan; and
2. Adopt Resolution approving the HOME Investment Partnership Program funded HOME Rehabilitation Grant Program Guidelines; and
3. Adopt Resolution approving Amendment Number Two of the 2022 Community Development Block Grant ("CDBG") Commercial Façade Program Guidelines regarding Program Location Boundary; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Federal Department of Housing and Urban Development (HUD) provides funding to the City of Montebello for Housing and Community Development Programs, specifically Community Development Block Grant (CDBG) funds and Home Investment Partnership funds (HOME).

For Fiscal Year 2024-25, the City expects to receive approximately \$629,059 in CDBG funds and approximately \$325,344 in HOME funds. Additionally, approximately \$3,987

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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in CDBG Program Income is available as well as \$606,843 of unspent HOME Program Income funds. Lastly, the following carryover amounts relate to CDBG and HOME program funds: 1) approximately \$88,317. in CDBG carryover and approximately \$919,433 in HOME carryover.

Total funding available for FY 2024-25 -- new funding, program income and carryover funds -- per program:

CDBG Funds: \$ 721,363

HOME Funds: \$ 1,851,620

There is no fiscal impact related to the recommended actions. If there are any unused CDBG/HOME funds remaining from the previous fiscal year, these funds will be allocated accordingly in future funding cycles. Formal action to appropriate funding for FY 2024-25 will be accomplished through the regular budget adoption process. Updated carryover/unused CDBG and HOME funding amounts will be available and budgets for next fiscal year will be developed accordingly.

BACKGROUND/DISCUSSION:

As required by HUD, the draft Annual Action Plan was properly published and publicly noticed in the San Gabriel Valley Tribune and made available for public review and comment on the City's website beginning January 29, 2024, through February 28, 2024 at the following link:

- https://www.montebelloca.gov/departments/planning_community_development/housing_division/c_d_b_g_h_o_m_e_programs

The City received two public comments via Survey Monkey in connection with the above-referenced public participation opportunity.

For Fiscal Year 2024-25, the HOME Rehabilitation Grant Program will be funded through the existing funds along with the allocation of FY 2024-25 HOME Program funds in the amount of \$966,458. The program will be administered through the Planning and Community Development Department (Housing Division) and consultant. This grant program aims to provide decent housing and a suitable living environment, and expand economic opportunities, principally for low-and moderate-income persons. Under the application guidelines of the program, eligible applicants will receive a grant with an opportunity to access decent housing and a suitable living environment offered by the City of Montebello.

For FY 2024-25, the CDBG Commercial Façade program will resume and rollover with a new revision regarding the Program Location Boundary. This upcoming fiscal year, the goal is to make this program available to all the eligible business in the City of Montebello, not just located in the Whittier corridor. All eligible business located within eligible HUD census tracts will qualify for the program.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter “CEQA”) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines Section 15378). The proposed Fiscal Year 2024-25 CDBG and Home Investment Partnerships Annual Action Plan, the Home Rehabilitation Grant Program, and Amendment Number Two (2) to the 2022 CDGB Commercial Façade Program (collectively the “proposed Project”) is a project under CEQA.

Staff has reviewed the proposed Project to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment, the activities included in the proposed Project are not subject to CEQA review.

ANALYSIS:

The Annual Action Plan is submitted to HUD on an annual basis and identifies how the City plans to use the Federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan.

Table 1 provides an approximate summary of available funding, separated by source. Table 2 provides details on the approximate amounts of each funding source and specific program to which the funding is proposed. (Appropriation of funds will occur through the FY 2024-25 budget adoption process.)

Table 1
CDBG FY 2024-2025

\$	629,059	CDBG Allocation
\$	88,317	CDBG Carryover Amount
\$	3,987	CDBG Program Income
\$	721,363	CDBG Total Allocation

HOME FY 2024-2025

\$	325,344	HOME Allocation
\$	919,433.25	HOME Carryover Funds
\$	606,842.94	HOME Program Income
\$	1,851,620.19	HOME Total Allocation

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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*The \$20,000 for the Housing Rights Center counts towards the 20% cap allowed administrative expense. The total approximate CDBG Administrative allocation for this fiscal year is \$78,481.

Table 2

Proposed Project Name	Funding	Proposed FY 2024-2025
Housing Rights Center	CDBG Admin	\$20,000
CDBG Program Administration	CDBG Admin	\$58,481
Section 108	CDBG	\$557,583
Commercial Façade Program (Grant)	CDBG	\$85,299
HOME Program Administration	HOME Admin	\$185,162
Housing Rehabilitation Grant Program	HOME	\$966,45
CHDO Acquisition & New Construction	HOME	\$700,000

The Commercial Façade Program (Grant) will continue as a carryover program into FY 2024-25. The available carryover amount for this CDBG funded project is \$85,299.

Upon the release of HUD's final allocation amounts, the amounts listed above in Table 1 and Table 2 may change. Staff will ensure that the administrative updates to the Annual Action Plan are made once the final allocation amounts for the City have been released. Typically these updates are known in advance of budget adoption, and the FY 2024-25 budget will be developed with the latest information from HUD that is available.

As referenced in Table 2, it is important to note that programming of CDBG funds has been significantly impacted during Fiscal Year 2024-25 due to a previously agreed upon repayment obligation by the City totaling \$557,583. This one-time repayment obligation is related to the amortized Section 108 Loan originally approved in 2006. As noted in the City's Five-Year Consolidated Action Plan (2020-2025), the Section 108 Loan relates to grant funds totaling \$6.5 million that were used by the City to make major improvements along Whittier Blvd in downtown Montebello. As mentioned, the required one-time balloon payment for this loan totals \$557,583 whereas in comparison, the total CDBG allocation for Fiscal Year 2024-25 is \$721,363. The final Section 108 Loan payment will be made in FY 2025-26 in the amount of \$84,136..

SUMMARY:

Following City Council adoption, the Annual Action Plan will be submitted to HUD for approval. Funding for the various administrative and programmatic uses will be appropriated as part of the FY 2024-25 budget development process. Staff will appropriate funds in the proper accounts and the CDBG and HOME budgets (Funds 255 and 260, respectively) will be part of the budget provided to City Council for adoption in June 2024.

Following City Council adoption of the recommended actions, the revised Commercial Façade Grant Program guidelines will be made available to all eligible property owners and businesses in the City of Montebello. Following the City Council adoption, the

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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Rehabilitation Grant Program will commence, and the Housing Division will begin to promote available grant funds. In addition, the consultant and the Housing Division will establish a process to receive applications in connection with the available program grant.

ATTACHMENT(S)

1. Attachment A - Proposed Resolution
2. Attachment B - FY 24-25 Annual Action Plan - DRAFT
3. Attachment C - Proof of Publication
4. Attachment D - HOME Rehabilitation Grant Program Guidelines
5. Attachment E - Amendment Number Two Commercial Facade Guidelines

NEXT STEPS:

N/A

RESOLUTION NO. 24-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO SUBMIT TO HUD THE CITY'S FISCAL YEAR (FY) 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN AND APPROVE THE HOME REHABILITATION GRANT PROGRAM AND AMENDMENT NUMBER 2 OF THE 2022 CDBG COMMERCIAL FAÇADE PROGRAM

RECITALS

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, City staff published a public notice announcing the availability of the Fiscal Year (FY) 2024-2025 draft Annual Action Plan in the San Gabriel Valley Tribune on January 29, 2024, triggering a 30-day public comment period of the plan; and

WHEREAS, on February 28, 2024, the City Council of the City of Montebello ("City Council") held a duly noticed public hearing to consider adoption of the FY 2024-2025 draft Annual Action Plan.

WHEREAS, The Commercial Façade Program guidelines have been updated.

WHEREAS, The HOME Rehabilitation Grant Program has been established with available HOME program funds and 2024-2025 HOME Program funds.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council approves and ratifies the FY 2024-2025 Annual Action Plan.

SECTION 3. The City Council approves the updated CDBG Funded Commercial Façade Program.

RESOLUTION NO. 24-10

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SECTION 4. The City Council approves the 2024-2025 HOME Rehabilitation Grant Program.

SECTION 5. The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved annual Action Plan.

SECTION 6. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

SECTION 7. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-10 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 28th day of February 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:

RESOLUTION NO. 24-10

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ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

CITY OF MONTEBELLO



2024-2025 Annual Action Plan

Los Angeles County, California

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement jurisdiction, the City of Montebello participates in the Community Development Block Grant Program (CDBG). A variety of projects can be funded by this program, which is administered by the US Department of Housing and Urban Development (HUD), with eligibility based on meeting the following national objectives: Benefiting low- and moderate-income persons; Eliminating slums and blight; or meeting particular community needs. Montebello also participates in the HOME Investment Partnership Program (HOME) which is also administered by HUD. By FY 2024-2025, the US Department of Housing and Urban Development (HUD) is expected to allocate approximately \$629,059 in CDBG entitlement funds and \$325,344 in HOME entitlement funds to Montebello. Additionally, approximately \$88,316.88 in CDBG carryover amount, and \$3,986.97 in program income. The city is expected to also receive approximately \$606,842.94 in HOME Program Income and approximately \$919,433.25 HOME carryover amount is available.

According to the 2020-2025 Consolidated Plan, housing and community development activities can address the priority needs and goals identified. Additionally, the available program income for HOME is \$665,808.02.

In 2024-2025, both programs will have the following approximate allocations:

CDBG: \$ 721,362.85

HOME: \$ 1,851,620.19

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Montebello stakeholders identified needs and priorities for community improvement as part of the Consolidated Plan, which is supported by federal grant funds and other available resources. In compliance with the City's HUD-approved Citizen Participation Plan, the city implemented a survey and public hearing to ensure maximum resident participation. A Consolidated Plan was developed using this process, which allowed Montebello residents an opportunity to influence the priorities.

As outlined in the 2020-2025 Consolidated Plan, the city will implement the Annual Action Plan for Fiscal Year 2024-2025 to address its priority needs and objectives. In total, \$721,362.85 and \$ 1,851,620.19 will be used to conduct these activities through the CDBG and HOME programs. In FY 2024-2025, the City proposes to achieve the following three (3) national objectives:

- Low- and moderate-income-benefitting activities
- Blight or slum prevention or elimination activities
- Priority-designated activities

Accordingly, the City established the following objectives to meet the needs identified in the Consolidated Plan:

- Increase affordable housing opportunities
- Provide decent and energy-efficient housing
- Increase the variety and accessibility of fair housing
- Providing essential public services
- Increase economic opportunities
- Increase the earning potential of LMI families
- Administration and planning

Low-moderate-income households benefit from a number of activities and programs developed by the City as part of its community development objectives.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Consolidated Annual Performance and Evaluation Reports (CAPERs) are developed each year during the City's annual planning process, detailing how the City met its needs and objectives established in the previous Consolidated Plan and Annual Action Plan for 2020-2025. The City's most recent CAPER reports on the Consolidated Plan's third year. In the current Fiscal year of 2023-2024, the city intends to achieve the following key accomplishments:

- Serve approximately 140 households by providing referrals, investigations, case management, and litigation services, as well as resolving landlord tenant disputes through various public service programs.
- Serve approximately 15 households by providing food and other essential goods.
- Serve approximately 100 youth through the Recreation Scholarship Grant Program providing access to youth recreation activities for undeserved youth in the city.
- Serve approximately 50 households to fight food insecurity through a food distribution program that provides free and fresh produce.
- Serve approximately 20 persons with job opportunities, career development and professional skills training for the youth of the City.

In accordance with the Consolidated Plan, the City and its partners are continuously working to attain the objectives.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the development of the FY 2024-2025 Annual Action Plan, the following citizen participation processes were implemented:

NOFA: Publication of a notice of available funding and request for applications on November 15, 2023, in the Whittier Daily News and on the City website;

Community Outreach: Hold a public participation meeting on January 16, 2024 to discuss community needs, funding applications, and potential allocations.

Public Hearing: A public hearing will be held before the City Council on February 28, 2024, to determine whether the Action Plan should be adopted. The hearing was open to agencies and organizations that serve low-moderate income persons and those with special needs. A public notice of the hearing was published in the San Gabriel Valley Tribune, displayed at City Hall in the Planning and Community Development Department, and posted online;

Proof of publication: A copy of each of the public hearings and outreach efforts will be found in the Appendix once the copies become available. Agencies and organizations serving low-moderate income families and those with disabilities were notified directly.

A 30-day public review: A 30-day public review will take place from January 29, 2024, to February 28, 2024. Public access to the draft Action Plan is available on the City's website and at City Hall (Planning and Community Department). Please feel free to request a copy in person, by phone, or by email. A sufficient amount of notice was provided in advance of all public hearings by city staff.

At least 30 days prior to a public hearing, newspapers of general circulation are published with advance notice, and translation services are always available to non-English speaking residents upon request. The City also ensured reasonable access to information and records related to the development of the Plan and to the expenditure of funds for programs funded by CDBG. The Planning and Community Development Department's Housing Division maintains the final Consolidated Plan, Annual Action Plans, amendments to the Plans, and annual performance reports for five years.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

According to Federal regulations and the City's Citizen Participation Plan, the Montebello News published a Notice of Funding Availability and Request for Proposals on November 15, 2023. The Whittier Daily News published a notice inviting interested parties to participate in public hearings according to Federal regulations. The city provided citizens with a notice of funding availability that invited them to take part in a Community Needs Survey. On January 29, 2024, the city announced public hearings and comment periods for the draft Annual Action Plan. A copy of the FY 2024-2025 Annual Action Plan can be found on the City's website. From January 29, 2024, until February 28, 2024, there will be a 30-day comment period. A summary of any comments received will be included in the Annual Action Plan prior to submission to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

Any comments received will be identified in the Annual Action Plan prior to HUD submission.

7. Summary

Any comments received will be identified in the Annual Action Plan prior to HUD submission.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MONTEBELLO	Planning & Community Development Department
HOME Administrator	MONTEBELLO	Planning & Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

In addition to preparing required reports, implementing grant-funded programs, and administering grants, the Planning and Community Development Department (Housing Division) administers both CDBG and HOME programs. As needed, program consultants assist with the CDBG and HOME programs under the supervision of the Housing Manager in the Planning and Community Development Department.

Consolidated Plan Public Contact Information

City of Montebello
Planning and Community Development Department
1600 West Beverly Blvd
Montebello, CA 90640
Phone: (323)887-1200 Ext. 598
Attn: Joseph Palombi, Director of Planning & Community Development

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the 2024-2025 Annual Action Plan, Montebello consulted with important City divisions and departments such as Code Enforcement and Parks and Recreation. Additionally, several local public agencies were consulted during the development of the Consolidated Plan, including the Los Angeles County Development Authority. In the 30-day public review period between January 29, 2024, and February 28, 2024, copies of the Annual Action Plan will be available.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Among the agencies consulted by the City were local and regional social service agencies, the Los Angeles Homeless Services Authority (LAHSA), Montebello Community Assistance Program (MCAP), and Los Angeles County Development Authority (LACDA) in order to improve collaboration between public and assisted housing providers, private providers, and government agencies in mental health, health, and services. This consultation aimed to identify opportunities to improve the availability and accessibility of services and to gather data on the City's priority needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Montebello continues to be a part of Los Angeles Homeless Services Authority (LAHSA) Continuum of Care for Service Planning Area 7 (SPA7). Los Angeles County Homeless Services Authority (LAHSA) was established in December 1993 in order to coordinate Federal and local funding so as to provide services to homeless people throughout the county and city. Homeless people in Los Angeles County and City receive shelter, housing, and services from Los Angeles Homeless Services Authority, which coordinates and manages over \$70 million in funds from the Federal, State, County, and City. LAHSA provides assistance to Montebello residents.

In our consultation efforts, we exchange information with the Los Angeles County Development Authority, community-based organizations, and hold telephone conferences throughout the year and identify mutual problem areas.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not meet the threshold to receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Los Angeles County Development Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Information about LACDA's affordable housing resources was gathered in meetings and conversations, and LACDA was identified as an important partner in meeting the City's housing needs.
2	Agency/Group/Organization	Montebello Community Assistance Program (MCAP)
	Agency/Group/Organization Type	Provide access to Homeless resources and Emergency Housing
	What section of the Plan was addressed by Consultation?	Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through several meetings and consultations. In addition to discussing homeless services available to the most vulnerable population, MCAP staff met with staff from the program management team. Continuing coordination will determine the best use of funds for the city's homeless program.
3	Agency/Group/Organization	Montebello Code Enforcement
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Program management staff met with representatives of the City department to discuss operation of the code enforcement program need for these services in the city, and the condition of housing and neighborhoods.

4	Agency/Group/Organization	Heart of Compassion
	Agency/Group/Organization Type	Services-homeless Services- Food Insecurity
	What section of the Plan was addressed by Consultation?	Vital Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, program management staff participated in discussions with HOC staff to identify the best use of funds to help families and individuals in the City facing food insecurity.
5	Agency/Group/Organization	YMCA
	Agency/Group/Organization Type	Services- Senior Services & Food Insecurity Services- At Risk Youth Recreation & Preschool Services
	What section of the Plan was addressed by Consultation?	Vital Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, program management staff participated in discussions with YMCA staff to identify the best use of funds to help families in the City facing food insecurity.
6	Agency/Group/Organization	Youth Employment Program (YEP)
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Employment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, HUD program management staff participated in discussions with the Recreation and Community Services Department to identify the best use of funds to help LMI families in the City.
7	Agency/Group/Organization	Broadband Internet Providers
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Internet Service

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from the City consulted with major internet providers in the city via phone meetings, including Spectrum and AT&T. Montebello residents, including those with low and moderate incomes, have broadband access, based on these major internet providers in the city. Additionally, the city contacted the Federal Communications Commission. Low- and moderate-income families in the city need affordable services from more than one provider. The Montebello household units need broadband connections and broadband wiring in order to utilize broadband services. These major internet service providers will continue to offer broadband access plans at low- and moderate-costs for low- and moderate-income households.
8	Agency/Group/Organization	Resilience Specific Agencies
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Resiliency Agencies

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city is a part of the Climate Communities Initiative Program lead by a HUD approved agency named Enterprise. The city consults by participating in monthly core topic community resilience discussions such as: Climate Resilience 101, Equity 101, Community and Stakeholder Engagement and Assessing Risk & Vulnerability. The outcome of these consultations is that city staff are obtaining knowledge and resources to continue addressing climate resiliency in the City of Montebello. Among the experts consulted was the National Institute of Standards and Technology (NIST). NIST's six-step process for planning community resilience was followed by the City's Hazard Mitigation Plan. A hazard mitigation plan developed by the city evaluates and identifies the vulnerability of housing to natural hazards associated with climate change. Therefore, the city will continue to identify and assess any risks related to certain weather patterns. As designated in the Hazard Mitigation Plan, the city plans to continue to implement mitigation strategies in the event of earthquakes, wildfires, flooding, DAM failures, and droughts. In the event of a natural disaster, this plan will make the city more resilient. A consultation with the Federal Emergency Management Agency was also conducted. To reduce the risk of floods in the future, the City adopted local floodplain management regulations. The City participates in the National Flood Insurance Program (NFIP) as a participating community.
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Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Montebello consulted with various agencies serving the Montebello community. During the consultation process, no agency type was specifically excluded.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	Both address issues concerning homelessness and special needs housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

In developing this Annual Action Plan, the City of Montebello followed its approved Citizen Participation Plan, which meets HUD's Federal requirements for citizen participation. The City of Montebello offered opportunities for participation and comment by the public and agencies for the city's Annual Action Plan. There was a public hearing on February 28, 2024 and 30-day review and comment period of the Annual Action Plan from January 29, 2024, to February 28, 2024. Montebello residents were provided details on how to submit comments and the period of when comments will be accepted. The goal of the city is to adhere to the HUD approved Citizen Participation Plan and to ensure that all Montebello residents have access to review the Annual Action Plan. The Citizen Participation Outreach procedures are identified in the following chart.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments Received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/broad community	A newspaper advertisement was published on 11/15/2023 notifying interested parties of funding availability	No comments received.	No comments received.	
2	Newspaper Ad	Non-targeted/broad community	A newspaper advertisement was published on 01/29/2024 notifying interested parties of Public Hearing and Public Input	Any comments received will be entered here.	Any comments received will be entered here.	
3	Internet Outreach	Non-targeted/broad community	Draft AAP was on city's website for public review and comment	Any comments received will be entered here.	Any comments received will be entered here.	www.montebelloca.gov
4	Public Meeting	Non-targeted/broad community	Public Hearing for adoption of AAP	Any comments received will be entered here.	Any comments received will be entered here.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates utilizing the resources in Table 5 during FY 2024-2025 to meet Consolidated Plan Goals. The amounts on this table are approximate amounts for annual allocations:

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	629,059	3,986.97	88,316.88	721,362.85	721,362.85	A HUD formula-based program that annually allocates funds for eligible housing and community development activities.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	325,344	606,842	919,433.25	1,851,620.19	1,851,620.19	A HUD formula-based program that annually allocates funds for eligible housing and community development activities.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

State and local funds will continue to be utilized to leverage federal entitlement funds, including, but not

limited to:

1. The City General Fund (Affordable Housing Projects)
2. By offering Owner-Occupied Rehabilitation grants to low-to-moderate-income households, we will preserve the City's existing affordable housing stock.

Throughout the years, the City of Montebello supports low-to-moderate-income residents' housing needs through public services that achieve the goals, objectives, and policies of the AI and ConPlan. As a result of other priorities and limited funding, the city will not be able to utilize CDBG funds for these activities this year. However, Montebello residents will still have access to public services through other means.

In order to maximize the impact of HOME funds, Homeowners in Montebello will have the opportunity to get grants to rehabilitate their homes through the new HOME Rehabilitation Grant Program.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

A property located within the City of Montebello will be used to provide residents of the City of Montebello with affordable housing opportunities (Multifamily rental new construction). Located on 6th Street and Whittier Boulevard in Montebello, CA, the property is part of the city's downtown area. There will be two phases to the affordable housing project. In 2023, the Phase-one development began and is currently being developed.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration	2024	2025	Administration	Citywide	Planning and Administration	CDBG: \$58,480.99 HOME: \$185,162.00	Other: Program Administration
2	Fair Housing	2024	2025	Administration	Citywide	Ensure Equal access to housing opportunities	CDBG: \$20,000.00	Other: Promotes Fair Housing
3	Housing	2024	2025	Affordable Housing	Citywide	Increase and preserve the supply of affordable housing	HOME: \$966,458	HOME Rehabilitation Grant: 10 households/Housing units
4	Housing	2024	2025	Affordable Housing	Citywide	Increasing Affordable Housing Opportunities	HOME: \$700,000.00	CHDO- Acquisition and New Construction: Future Project
5	Economic Development	2024	2025	Economic Development	Citywide	Expanding economic opportunities	CDBG: \$557,582.86	Section 108 Loan Re-payment

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Planning and Administration
	Goal Description	Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO.
2	Goal Name	Ensure Equal access to housing opportunities
	Goal Description	The City will continue to collaborate with entities that help with families and individuals seeking counseling and or legal solutions to fair housing and discrimination problems.

3	Goal Name	Increase and preserve the supply of affordable housing
	Goal Description	Provide funding for the development of new affordable housing, homebuyer assistance programs and/or utility or rent reduction programs for low- and moderate-income families. Fund housing solutions that may include programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice. Provide funding for programs for owner-occupied housing rehabilitation including activities related to home improvements, energy efficiency, structural improvements, and/or other home sustainability projects.
4	Goal Name	Increase affordable housing opportunities
	Goal Description	Affordable Housing
5	Goal Name	Expanding economic opportunities
	Goal Description	Section 108 Loan Repayment

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be undertaken during the Fiscal year to address priority needs and objectives:

Projects

#	Project Name
1	Program Administration CDBG
2	Housing Rights Center
3	Section 108 Loan Payment
4	Program Administration HOME
5	HOME Rehabilitation Grant Program
6	CHDO-Acquisition & New Construction

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the city's FY 2020-2025 consolidated plan which forms the basis for establishing objectives and outcomes in the Strategic Plan and five (5) Annual Action Plans that follow:

Economic Development: Provide for the economic development needs of low- and moderate- income neighborhood target areas and businesses.

Fair Housing: Promote fair and equal housing choice for all persons, promote housing that is accessible to and usable by persons with disabilities, and comply with the non-discrimination requirements of the various Fair Housing laws.

Affordable Housing: Increase affordable housing opportunities and maintain decent and energy efficient housing stock.

Administration and Planning: Provide for administration and planning activities to develop housing and community development strategies and programs needed to carry out actions that address identified needs in the Consolidated Plan.

Given the limited CDBG funding allocation, this fiscal year the city will face the obstacle of lack of funds to address underserved needs and public service needs through the CDBG program. However, the underserved needs population will continue to be served through other programs offered by the city and surrounding supportive agencies such as MCAP, Continuum of Care, LA County partners and SPA 7 partners. Also, public service needs will be served through continuous programs offered through non-profits that service Montebello residents.

AP-38 Project Summary
Project Summary Information

1	Project Name	Program Administration CDBG
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$58,480.99
	Description	The City will continue to provide planning and administration services required to manage and operate the City's CDBG program. Such funds will assist in managing community development, housing, and economic development programs.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The entire Community will benefit from the City's Administration of the CDBG Grant, though the direct beneficiaries of each funded activity will be primarily low- and moderate-income residents.
	Location Description	1600 West Beverly Blvd., Montebello, CA

	Planned Activities	CDBG Program Administration
2	Project Name	Housing Rights Center
	Target Area	Citywide
	Goals Supported	Expand fair housing choice and access Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$20,000
	Description	Housing Rights Center will provide fair housing services, handle fair housing cases and education.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	140 households assisted. Two housing rights workshops are provided annually.
	Location Description	3255 Wilshire Blvd. Los Angeles, CA
	Planned Activities	CDBG funds will be used to provide fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes.
3	Project Name	Section 108 Loan Payment
	Target Area	Citywide
	Goals Supported	Expanding economic opportunities
	Needs Addressed	Economic Opportunities/Section 108 Loan Repayment
	Funding	CDBG: \$557,582.86
	Description	Loan repayment for completed improvements include the replacement of sidewalks, curbs and gutter, street irrigation, lighting, water and sewer lines, sidewalk improvements compliant with the Americans with Disabilities Act, landscaping, and street furniture.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Loan Repayment- Not Applicable.
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Section 108 Loan Payment
	Project Name	HOME Rehabilitation Grant Program

4	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities Maintain decent and energy efficient housing stock
	Needs Addressed	Reduced housing improvement costs
	Funding	HOME: \$966,458.19
	Description	Rehabilitation Grant
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	10 Families/households
	Location Description	Citywide
	Planned Activities	Eligible home repairs
5	Project Name	CHDO-Acquisition & New Construction
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities
	Needs Addressed	Affordable housing and lower housing costs
	Funding	HOME: \$700,000
	Description	Acquisition/rehabilitation of property for low-income housing
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Future Project
	Location Description	Citywide
	Planned Activities	Acquisition/Rehabilitation for low-income housing
6	Project Name	Program Administration HOME
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$185,162

Description	The City will continue to provide planning and administration services required to manage and operate the City's HOME program. Such funds will assist in managing community development, housing, and economic development programs.
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
Location Description	1600 West Beverly Blvd, Montebello, CA
Planned Activities	Planning and Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Montebello aims to spend all entitlement funds in target areas, including those that contain a high percentage of low- and moderate-income citizens and minorities. Low- and moderate-income areas, which make up the bulk of the city's residential areas, are the only locations where HUD funds activities. In most cases, eligibility is determined by both household income and household size. CDBG funds will be spent according to the program's guidelines. The administration of programs for qualified beneficiaries will also include the provision of public services and the implementation of fair housing activities.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Although funds are generally allocated to Citywide target areas and CDBG funding is prioritized annually by the city for citywide housing and community development activities such as housing, public services, and fair housing. Due to meeting other priority needs and lack of funding, this fiscal year CDBG Funding will not be used for public service priority needs.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This year, due to meeting other priority needs and insufficient CDBG funding, CDBG funds will not be used for affordable housing. However, HOME funds will be used towards the rehabilitation of existing units. Although the current yearly goal for three (3 units) is based on the 2020 Con Plan goals for the City, the city will increase the number of homes that can apply for the HOME Rehabilitation Grant Program if the opportunity and the funds are available. A marketing campaign will be implemented for the new grant program by the City in order to make this program available to as many qualified homeowners as possible. Through this marketing strategy, city staff will reach out to eligible households in the City. As part of the city of Montebello's marketing strategy, an updated program brochure will be published, along with a new program flyer, and a continuous social media and website promotion campaign will be made to promote the program to the residents of the city.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs (Youth)	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Montebello will begin to offer the HOME Rehabilitation Grant Program by providing new grants to eligible property owners to improve the City's rental housing stock in need of rehabilitation, providing safe, decent, and sanitary housing for low-income families. Furthermore, the City helps preserve existing affordable housing by providing technical assistance to property owners. In an effort to encourage affordable housing development, the City utilizes the State's density bonus law to offer density bonuses of 35 to 50%.

HOME activities in the City are being funded with funds from the previous year. The HOME Program previously offered loans for residential rehabilitation. This fiscal year the city will offer a grant program for residential rehabilitation instead. The city also offers funds for building and acquiring affordable housing units. According to HUD regulations and the HOME Final Program Rule, grantees are required to set aside at least 15% of their

allocations for projects and activities carried out by Community Housing Development Organizations (CHDOs). This year more than 15% of HOME funds have been set aside. Funds have been set aside for the construction or acquisition of affordable housing in Montebello.

HOME funds are generally used by the City to develop affordable housing and now will also be used in the form of grants for owner-occupied single-family homes. To achieve affordable homeownership, the city must abide by HOME affordable homeownership limits established by HUD. In addition, HOME-funded projects require properties to be worth no more than 95% of the neighborhood's median purchase price after rehabilitation. According to the HOME Final Rule, owner-occupied single-family housing can be priced at 95% of median price in two ways:

1. HUD will set limits for affordable housing at 95 percent of the median purchase price of the area; OR
2. Conduct a local market survey to determine the 95 percent limit on median purchase price.

The city will continue to use the 2023 HUD approved HOME Homeownership Property Value Limit in the amount of \$735,300 since it was recently approved on November 28, 2023.

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing in Montebello that is owned or managed by the city. Public housing needs are addressed through various initiatives this fiscal year. There is no public housing in Montebello, and it is not owned or managed by the City. The Los Angeles County Development Authority (LACDA) offers a Family Self-Sufficiency Program as a means of encouraging residents to become more involved in management and take part in homeownership.

Actions planned during the next year to address the needs to public housing

LACDA is responsible for making rental assistance available to low-income households through the Section 8 programs in the city, but the City is not directly involved in the ownership or management of public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable- The City is not a Public Housing Agency.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable.

Discussion

None.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's one year goal to reduce and end homelessness is to continue to provide limited resources for homeless individuals. This fiscal year, due to meeting other priority needs using CDBG funds, the city will not be able to allocate funds towards public service for the homeless and people with other special needs. However, city staff will continue to provide support to the homeless population by referring them to homeless organizations in the city that provide homeless shelters, Supportive services, and Transitional housing. CDBG Funds are not used to provide these limited resources. The City will continue to make strong efforts to provide resources and support to the homeless population in the city even if the services are not funded through the CDBG program. The City will also continue to seek homeless organizations that may benefit from future CDBG funding to support the homeless population in the City. Below are the services that are available to the city even though they are not funded through CDBG funds:

1. Homeless Shelters:

Many nonprofit organizations offered shelter and services to the homeless in the City to accommodate its share of the region's homeless. In order to help the homeless population in the City with emergency motel and food vouchers, the City has established a program called Montebello Community Assistance Program (MCAP). The City belongs to the Los Angeles County Continuum of Care Community Forum as well. This collaborative helps identify the needs and gaps in the homes and services for the homeless in the region.

2. Supportive and Transitional Housing:

The Los Angeles County Development Authority (LACDA) provides programs that offer supportive and transitional housing opportunities to the youth of Montebello with the goal of assisting them in becoming independent adults. LACDA has also developed affordable housing units for this cause.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Homeless outreach programs have been established by the City to help the homeless population in the City find temporary shelter and permanent housing. Montebello also contracts with local providers to reduce homelessness.

A total of eight Service Planning Areas (SPAs) exist in Los Angeles County, numbered 1 through 8. By dividing the County, the Department of Public Health can target and monitor the needs of each area more efficiently. The Montebello area falls within SPA 7.

An annual Housing Inventory Count (HIC), an inventory of service projects and a record of service usage, is coordinated by the LA Continuum of Care. People experiencing homelessness (e.g., emergency shelters, transitional housing, safe havens) and those who have experienced homelessness and have now found permanent housing are recorded in HIC. Currently in the city of Montebello, it is recorded that there are a

total of 30 beds provided by the Tiny Homes Village dedicated to serve people experiencing homelessness.

The most recent homeless count for the city has not been completed at this time therefore, according to the Point-in-Time (PIT) report dated February 22, 2022, there are 227 homeless people in Montebello. The City of Montebello is a part of Service Planning Area (SPA) 7 which offers resources and opportunities to support the homeless population in the City. SPA 7 offers several programs targeted at different homeless client groups.

As part of the program presented below, homeless individuals are assessed for their individual needs through the Coordinated Entry System. In the Coordinated Entry System (CES), regional providers work collaboratively to house chronically homeless people. An assessment tool is used to determine the most appropriate housing for individuals based on their needs. Also, the CES coordinates county and federal resources from agencies like the Department of Mental Health, the Department of Health Services, the Department of Housing, and the Department of Veterans Affairs.

Addressing the emergency shelter and transitional housing needs of homeless persons

A variety of homeless housing facilities are available at SPA 7, including emergency shelters, transitional housing, and permanent supportive housing. A list of housing resources for SPA 7 can be found on the LAHSA website. Addressing the emergency shelter need is a priority for the City of Montebello and for SPA 7 agencies.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the City's efforts to assist homeless individuals, In particular, chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth, are encouraged to transition to permanent housing and independent living. We aim to reduce homelessness among individuals and families, facilitate access to affordable housing units for homeless individuals and families, and prevent individuals and families from becoming homeless again after they have recently been homeless.

Homeless Family Solutions System – A network of family homeless service providers addresses the needs of homeless families or those at imminent risk of losing their homes through the Homeless Family Solutions System. Through collaboration with system partners, it helps families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – Programs like this one provide needs-based assistance to homeless or at-risk families with children from birth to age 5, many of whom have been involved with the County Department of Children and Family Services in the past or are presently involved.

Supportive Services for Veteran Families (SSVF) – An important objective of this program is to re-house homeless veterans and to prevent homelessness in those at imminent risk of homelessness due to a housing crisis. With this program, housing stability is achieved through focused, short-term interventions. As part of its housing-first model, the SSVF helps veterans and their families find and maintain permanent rental

housing as quickly as possible and without preconditions, as well as facilitate access to services that will help their families stay in their homes.

HUD-VASH Vouchers (VASH) – US Department of Veterans Affairs provides case management and clinical services bundled with Housing Choice Vouchers for homeless veterans through the HUD-VASH Program. During their participation in the program, veterans can access these services at Veterans Affairs medical centers as well as in community-based outreach clinics.

Unaccompanied Youth – A variety of programs are available for this target group, including the Family Crisis Center, Hathaway-Sycamores: Independent Living Program, and Richstone Family Center: Transitional Housing Program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and organizations involved in the discharge process from institutions and care systems, among them are the Los Angeles County Department of Children and Family Services, Los Angeles County Department of Health Services, Los Angeles County Department of Mental Health, and Los Angeles County Sheriff's Department (LASD), which all have state or county regulations requiring effective discharge planning and a specific transition plan to prevent individuals and families from becoming homeless.

In addition, Montebello has developed an outreach program for homeless individuals called the Montebello Community Assistance Program (MCAP). This program supports the City's homeless population by providing emergency motel vouchers, food, and hygiene kits, as well as assistance with accessing social services and permanent housing. A CDBG grant will not be awarded to MCAP this fiscal year.

Discussion

Programs like those outlined above, which address the needs of homeless persons and subpopulations of homeless, demonstrate that serving the homeless is a complex issue that requires collaboration among many agencies, departments, and nonprofit community service organizations. A network of agencies can provide housing and supportive services in addition to the limited CDBG funds available to the City.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A process was developed and prioritized by city staff, stakeholders, and the community at large to identify and address fair housing issues. Among the housing information in the City's 2020-2025 AI are barriers to

affordable housing. The following are some of the highest priority barriers to affordable housing:

- Cost of housing is high
- Household incomes are not keeping up with rising housing values
- Compared to market rate or higher cost homes, there are fewer affordable homes
- Housing opportunities for larger families are limited
- Inability to become a homeowner
- Instability of household finances
- There are not enough funds to subsidize economic development initiatives
- Under-educated residents
- A growing number of aging houses and infrastructure
- Homeless prevention services
- Affordable housing cannot be developed under current land-use policies

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Based on specific data captures and existing policies and programs, the Analysis of Impediments to Fair Housing Choice (AI) developed goals and action steps. A data review and analysis process were necessary to identify the goals of the plan and the actions associated with them. Consultation with agencies, community outreach activities, and data review and analysis were required.

According to Table 47 (Page 58) in the AI, there are several goals and actions that will assist in advancing fair housing and affordable housing. In an effort to provide clearer direction to City staff, Council, and partnering agencies, ideas and recommended actions were documented as part of the engagement process. Goals identified in the AI are as follows:

- Goal 1: Increase affordable housing opportunities.
- Goal 2: Increase home ownership.
- Goal 3: Create public awareness of fair housing laws and affordable housing advocacy.
- Goal 4: Increase training, education, and employment opportunities.

In the 2024-2025 Annual Action Plan, the projects and programs that reduce the barriers to affordable housing include:

- Acquisition for Affordable Housing
- Housing Rehabilitation Grants
- Fair Housing (HRC)

To remove or improve the barriers to affordable housing, the City has adopted the following goals in the

approved 2021-2029 Housing Element:

- Conserve and improve the condition of the existing affordable housing stock
- Identify and address the housing needs, including housing goals, policies, and programs
- Identify and address constraints to housing maintenance, improvement, and development
- Promote equal housing opportunities for all resident

A recent update to the Montebello General Plan has been completed by the City. Long-range planning documents like the General Plan set long-term goals and policies that will affect the City for the next 20 years. With the development of these policies, we can promote local and regional goals, including those related to housing accessibility and affordability ensuring compliance with state and regional housing regulations.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

Limited funding is a significant constraint to providing for the needs of low-income residents. Nonprofit service providers have also faced budgetary constraints due to economic challenges and cuts in grant funding.

Actions planned to address obstacles to meeting underserved needs

Montebello acknowledges the challenges faced by special needs populations due to low income and special circumstances. These challenges increase the chances of homelessness among special needs populations. Supportive services and housing are essential for populations with special needs. As part of its commitment to supporting special needs populations, the City prioritizes supportive housing and supportive services. A high priority is also placed on support services within the Continuum of Care. The city also partners with the Housing Rights Center who provide housing resources for the Montebello residents. The Housing Rights center will be funded through CDBG funds this Fiscal Year.

Actions planned to foster and maintain affordable housing

As part of its CDBG-funded efforts, the City maintains the affordable housing stock through its Housing Rehabilitation and Preservation Program and the Section 8 Housing Voucher program. A combination of Federal and non-Federal funds will be used to maintain existing affordable housing units and create new affordable housing opportunities. It is the City's goal to create clear and precise development standards that are in conformance with the General Plan vision and that facilitate predictable results during the development review process. To ensure compliance with State housing laws, review and revise current housing regulations (ADUs, mixed-use, transitional, and supportive housing, SROs, emergency shelters).

Actions planned to reduce lead-based paint hazards

HOME's Rehabilitation Grant Program will be required to comply with the Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, as well as the HUD transition assistance policy effective September 20, 2000. Lead-based paint inspectors and risk assessors who are State of California certified will be used to test for lead paint and perform risk assessments when required. Lead paint abatement contractors will be used to remove and/or remove lead paint.

Actions planned to reduce the number of poverty-level families

As part of Montebello's efforts to expand economic activities to include everyone, the city continues to provide programs to those less fortunate. As part of its strategic plan, the City has focused on creating jobs for low- and moderate-income residents through youth employment programs, recreational scholarships, capital improvement projects, and Section 108 loan funds. The County's rental assistance program, housing improvement programs, and financing affordable housing development have resulted in housing the homeless and improving living conditions for low-income families and the elderly.

People living at or below the poverty line can be affected by a variety of factors. Higher education opportunities are limited, marketable skills are lacking, unemployment or underemployment is prevalent,

affordable childcare is unavailable, effective transportation is lacking, and affordable housing is unavailable. To reduce poverty rates, these factors must be addressed. Even though the city does not control most of these factors, it routinely provides referrals to those living below the poverty line. Public services agencies and homeless resources are also listed, as well as links to social service agencies. Additionally, the city supports nonprofits, private developers, and government agencies that provide affordable housing and economic opportunities to low- and moderate-income residents.

Actions planned to develop institutional structure

Managing CDBG funds received by the city is the responsibility of the Planning and Community Development Department and Finance Department. To implement affordable housing projects, work with seniors, at-risk youth, and other community development programs, the city relies on a number of governmental departments and agencies, for-profit developers, and nonprofit organizations.

- The City's Planning and Community Development Department's functions directly impact and facilitate the development of housing.
- The Public Works Department is responsible for the design, construction, maintenance, and operation of public facilities as well as for administering infrastructure projects.
- LACDA administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing.
- Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city.

The City's General Plan establishes clear and precise development standards that provide predictable outcomes and streamline the development approval process in accordance with the vision of the General Plan. To comply with state housing law, the General Plan provides updates to the regulations regarding ADUs, mixed-use, transitional, and supportive housing, SROs emergency shelters, and zoning standards.

The HOME program is the main source of funding for affordable housing and its administrative costs.

Actions planned to enhance coordination between public and private housing and social service agencies

The Planning and Community Development Department (Housing Division) manages and coordinates these processes on behalf of the City. In collaboration with other City departments and the community, the Department develops programs and activities that benefit low- and moderate-income neighborhoods in Montebello. Public and social service activities, housing, infrastructure improvements, and economic development are included in the administration of the program activities. The City provides programming and services in collaboration with public agencies, for-profit entities, and non-profit organizations.

To provide homeless services, the Montebello Fire Department has established the Montebello Community Assistance Program (MCAP). The Public Service CDBG funds will not be used for MCAP this fiscal year. As part of its commitment to better serving the community, MCAP will continue to partner with private as well as

public social service agencies.

Discussion: See above. Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City budgets to meet the 25% match in relation to HOME funds according to the HOME Match Guidelines establish by HUD.

The following reflect Program Specific Requirements:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$3,986.97
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$3,986.97

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will not use any other forms of investment beyond those identified in Section 92.205. Qualified homeowners can apply for a grant for property rehab through the Homeowner Rehabilitation Program. Upon transfer of title, refinancing or sale of the property prior to meeting all grant terms, the grant is due and payable. In order to qualify for rehab assistance, the property must meet certain housing standards. The property must be occupied by the owner. Applicants must have a household income of at least 80% of the area median income to qualify. Pre-qualification for this program should be obtained from the Planning and Community Development Department's Housing Division. After prequalification criteria's are met, the Housing Division will proceed with the qualification process. To qualify for the program, an application must be completed.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

As part of the HOME Program, the City will continue to implement the resale provisions for existing loans. In accordance with HOME resale provisions, the City must ensure, when a HOME-assisted homebuyer sells their home, either voluntarily or involuntarily, during the affordability period, (1) the property is sold to another low-income homebuyer who will use it as their principal residence; (2) the original homebuyer receives a fair return on investment (i.e., their down payment plus improvements made to the house); and (3) The property is sold at a price that is "affordable to a reasonable range of low-income buyers." Resale provisions must be used if the City only provides HOME assistance to develop the unit, but HOME funds are not used to lower the purchase price from the fair market value to an affordable price. During original purchase and at resale, the City will determine the homebuyer's fair return on investment using an objective standard or index that is publicly available and easily measurable.

The Fair Return on Investment is calculated as a percentage of changes in median sales prices over the period of ownership, based on the change in area median income over the period of ownership, and by the change in the Consumer Price Index over the period of ownership. Losses on investments can be considered a fair return in depressed and declining markets. Returns to homebuyers that are tied to the price that a specific family of homebuyers or a defined group of low-income homebuyers can afford do not constitute fair returns and cannot be accepted.

In a resale provision, the buyer's original investment and specific types of upgrades or additions that will improve the property will be considered in determining fair return. Generally, replacing worn or dated components such as appliances or carpet would not be considered an improvement that adds

value. Additionally, the provision lays out the types of changes that will or will not be included.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

As part of the agreement, the City will include a provision that explains how it will make the housing affordable to low-income buyers if the resale price needed to provide fair return is not affordable to the subsequent purchaser. Presumption of affordability will enable the city to meet HOME resale requirements without the imposition of specific enforcement measures. To establish affordability, the City will conduct a combined market analysis for a limited number of contiguous neighborhoods that are similarly situated in terms of demographics, housing markets, and economics. An analysis of housing data will help identify if home values are affordable, and if they will continue to be affordable, for the same average period of affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

At this time, the City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds. The HOME Policies and Procedures Manual is used by the City to ensure compliance with HOME Program requirements.

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STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of West Covina, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/29/2024

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 30th day of January, 2024.

Isangela Almeida

Signature



Legal No. 0011642680

CITY OF MONTEBELLO PUBLIC COMMENT AND PUBLIC HEARING NOTICE COMBINED NOTICE OF PUBLIC REVIEW/COMMENT PERIOD AND

PUBLIC HEARING FOR THE DRAFT HUD ANNUAL ACTION PLAN TO THE FISCAL YEAR 2024-2025

NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Montebello ("City") will conduct a public hearing to receive the draft 2024-2025 Annual Action Plan for the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds.

The draft 2024-2025 Annual Action Plan will be available for public review beginning January 29, 2024, through February 28, 2024, at the following locations:

City of Montebello Website -
Homepage

<https://www.cityofmontebello.com>
City of Montebello Planning and

Community Development
Department

1600 W. Beverly Blvd.
Montebello, CA 90640

PUBLIC HEARING INFORMATION:

Date: Wednesday, February 28, 2024
Time: 6:00 p.m. or as soon
thereafter as the matter may be
heard.

Place: City Hall Council Chambers,
1600 W. Beverly Blvd., Montebello,
CA 90640

PROJECT DESCRIPTION: The City of Montebello (the "City") is a recipient of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. These funds are awarded annually to the City by the United States Department of Housing and Urban Development (HUD).

The CDBG Program provides federal funds for local improvements projects and programs. Activities assisted with CDBG funds must meet one of the three national objectives: (1) principally benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums and blight; or (3) meet other community development needs having particular urgency. The HOME Program provides formula grants - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The Annual Action Plan is submitted to HUD on an annual basis and identifies how the City plans to use the federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan known as the "Five-Year ConPlan."

For Fiscal Year (FY) 2024-2025, the City expects to receive approximately \$629,059.00 in CDBG funds and approximately \$325,344.00 in HOME funds. Additionally,

approximately \$100,143.84 in CDBG carryover amount, approximately \$606,842.94 in HOME Program Income, and approximately \$919,433.25 HOME carryover amount is available.

Total Funding available for FY 2024-2025:

Approximate CDBG Funds:
\$729,202.84

Approximate HOME Funds:
\$1,851,620.19

Public Review and Comment

Period: The draft 2024-2025 Annual Action Plan will be available for public review and comment beginning on January 29, 2024, and ending on February 28, 2024. This document will be available for public review on the City of Montebello's website at the following link:

https://www.montebellocity.gov/departments/planning/community-development/housingdivision/cdbg_home_programs

During the comment period, comments and/or questions may be submitted to:

Planning and Community Development Department

Attn: Rosemary Perich, Housing Manager

1600 W. Beverly Boulevard,
Montebello, CA 90640

Office telephone: (323) 887-1200 Ext. 1454

Monday through Thursday: 7:30 A.M. to 5:30 P.M.

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m.

Regular Session will follow no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address:

ccpubliccomment@montebellocity.gov

up until the day of the meeting, Wednesday, February 28, 2024 by 3:00 p.m.

These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council.

Americans with Disabilities Act (ADA): The City of Montebello, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the Housing Manager by email rperich@montebellocity.gov at least 6 hours prior to the scheduled special meeting to ensure assistance is provided.

Kimberly Guillen Martinez,
Senior Deputy Clerk

Dated: January 11, 2024

Date posted: January 29, 2024

Date published: January 29, 2024
1/29/24

CNS-3774925#

SAN GABRIEL VALLEY
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REHABILITATION GRANT PROGRAM

HOUSING REHABILITATION GRANT PROGRAM GUIDELINES

2024

PLANNING & COMMUNITY DEVELOPMENT

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Section I – Overview of Program

Source of Funds

The City of Montebello (“City”) Housing Rehabilitation Grant Program is being funded by the U.S. Department of Housing and Urban Development (HUD), HOME Investment Partnerships Program (HOME). These funds are intended to provide decent housing and a suitable living environment, and expand economic opportunities, principally for low and very low-income families and individuals.

Introduction

The Housing Rehabilitation Grant Program (Program) will provide financial assistance to low-income homeowners for housing rehabilitation projects where the property serves as the household’s principal residence. Financial assistance consists of grants of up to fifty thousand dollars (\$50,000).

The Program will be implemented in accordance with these Program Policies and Procedures. The Planning & Community Development Department of the City of Montebello and its designee(s) are responsible for Program implementation in accordance with Program Policy.

Program Administration

A. Regulations Governing the Program:

- I. The Program’s Policies and Procedures follow and conform to Federal and State regulations governing HOME Rehabilitation programs and Policies and Procedures governing the activities of the City.
- II. If the contents of this guide conflict with any of the above, it is the regulations noted above, that prevail.

B. Staff and Authority:

- I. The Program is managed by the Planning & Community Development Department, Housing Division. The Director of the Planning & Community Development (Director) is responsible for delivering the Program and enforcing these Policies and Procedures. The Director may delegate duties of program delivery to the Housing Manager or Housing Analyst or Consultant or other City employees, as appropriate.

C. Consistency with Consolidated Plan:

- I. Program funds must be used in a manner that is consistent with the activities stipulated in the City’s Annual Action Plan, and that are supportive of the goals specified in the Consolidated Plan.

D. Environmental Review Record:

The Housing Analyst or Consultant and/or its designee(s) will be responsible for preparing and maintaining a written record of the environmental review undertaken for each project.

According to the National Environmental Policy Act (40 CFR 1500-1508) and Title 24 Part 58, the City is required to ensure that environmental information is available before decisions are made and before actions are taken. In order to achieve this objective, the City must not commit or execute an agreement for rehabilitation until the environmental review process has been completed.

Due to the nature of activities to be funded under this program it is assumed that these activities will be exempt and the City, as the responsible entity, is required to document in writing that the project is exempt and meets the conditions for exemption as spelled out in §58.5.

Categorically Excluded Activities Subject to 58.5. (3) Rehabilitation of buildings and improvements when the following conditions are met: (i) In the case of a building for residential use (with one to four units), the density is not increased beyond four units, and the land use is not changed.

The list of categorically excluded activities is found at 24 CFR Part 58.35. While the activities listed in 58.35(a) are categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities and Executive Orders listed in §58.5.

The Environmental Review Record must contain a written determination of the finding that a given activity or program is categorically excluded subject to §58.5. The documentation must support its determinations related to compliance with the Federal laws and authorities cited in §58.5.

E. Files and Record Keeping:

Program Staff is to establish and maintain a permanent "Master File" for each grant application. Master Files are to be kept for three years after project completion.

F. Financial Reporting:

The City's Finance Department is responsible for maintaining financial records in compliance with federal, state, and City regulations.

G. Funding Availability:

The program is implemented on a first-come, first served basis, and is subject to funding availability.

H. Conflict of Interest:

All grant applicants, contractors, and Program Staff members are asked to declare any formal or informal relationships they have with one another by signing the Borrower Certification of No Conflict of Interest in Receiving HOME Investment Partnerships Program (HOME) funds. These include direct or indirect business or familial relationships. Whenever a relationship is declared, the Housing Manager or Housing Analyst or Consultant must submit a memo to the Director explaining the nature of the relationship and asking for directive in the assignment of the case to appropriate staff. Ordinarily the case is to be assigned to staff that do not have preexisting relationships with the applicant. A preexisting relationship will not disqualify an applicant from participating in the Program, provided the applicant meets all eligibility criteria.

I. Fair Housing and Equal Opportunity:

Program activities must comply with the following Federal Laws, executive orders, and regulations pertaining to fair housing and equal opportunity.

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq), which states that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
2. The Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap, or familial status.
3. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), which prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, leasing, or disposition of residential property or in the use or occupancy of housing assisted with Federal funds.

4. The Code of Federal Regulations Title 40 Part 31.36(e), "Procurement," requires the Contractor (and Subcontractors) to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are used when possible. The affirmative steps (or good faith efforts) include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority business, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractors, if subcontracts are to be let, to take these affirmative steps.
5. Age discrimination Act of 1975, as Amended (42 U.S.C. 6101), which prohibits age discrimination in programs receiving Federal financial assistance.
6. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.
7. Equal Employment Opportunity, Executive Order 11246, as amended, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. This must be stipulated in all construction contracts.
8. All Program correspondence must have the Fair Housing logo at the lower right-hand side corner of the first page.

J. Labor Compliance:

Davis-Bacon applies to the rehabilitation of residential property only if the property contains 8 or more units. Residential property that contains 7 or fewer units is exempt. The Program is not subject to Prevailing Wages and Davis-Bacon.

K. Amending the Policies and Procedures Manual:

The Housing Manager or Housing Analyst or Consultant may recommend policy and procedural changes. All changes made must be in accordance with federal and state regulations. Program procedural and policy changes require the Director's approval and must be reported to HUD.

L. Exceptions to Program Policies and Procedures:

Any case to which a standard policy or procedure, as stated in this guide, does not apply or an applicant is treated differently from others of the same class would be an exception.

Exceptions to the Program's Policies and Procedures are allowable on an individual case basis. The Housing Manager or Housing Analyst or Consultant can present written recommendations to the Director. The report must contain a narrative, the recommended course of action, and relevant documentation to support the exception requested. The Director may approve the policy or procedural exception for the specific instance by

signing at the bottom of the written recommendation. The approved exception must be kept in the case Master File.

M. Outreach:

The City will perform outreach activities in targeted areas to advertise the program and encourage potential applicants to apply for assistance. Methods of outreach may include (but are not limited to) flyers and program brochures that describe the program and eligibility requirements. This information will be made available at City Hall and the City's website. To provide consistent service to Montebello residents, staff will maintain an on-going Interest List. Prospective Applicants may join the Interest List at any time and will be entered on the list in order of expressed interest. Applicants will be served on a first-come, first-served basis and based on the availability of funds. Program information will be published in languages commonly used in Montebello. All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program.

Section II – Housing Rehabilitation Grant Program

Description

The Program provides funds in the form of a grant to eligible applicants to be used for a small level of rehabilitation, including handicap access, energy conservation, weatherization, and emergency repairs. These funds, when used according to the specifications listed in these guidelines, do not need to be repaid.

Amount

- A. Minimum grant amount: \$10,000
- B. Maximum grant amount: \$50,000
- C. The Grant Program will be provided as a one-time assistance per property.

Repayment

The Housing Rehabilitation Grant Program does not need to be repaid.

Section III – Eligibility Requirements

Income eligible owner-occupied single-family properties within Montebello City limits may be assisted with HOME funds in the form of a grant. Grants of up to \$50,000 are available to eligible applicants. Financial assistance will only be provided if the household meets the eligibility standards outlined in these guidelines.

Program Requirements

	Housing Rehabilitation Grant Program
Household Requirements	- Owner-occupant households who have resided in their home for at least two (2) years; 80% or less of the Area Median Income adjusted for household size as defined by HUD.
Eligible Properties	- Property must be within City limits - Traditional single-family housing with one to four dwelling units - Condominium Unit (interior only) - Townhome (interior only) - The property must serve as the household's principal residence. - Property must have a fee simple title (clear title) - The property shall be free of negative encumbrances on title. - Property taxes must be current on the property.

	- The property must have a rehabilitation cost that does not exceed seventy-five percent (75%) of the after-rehabilitation value of the property as determined by the City - HOME-assisted properties must meet all applicable State and local codes
Eligible Repairs	- Repairs that improve the safety, security and health of the occupants - Repairs that rectify code or incipient code violations - Repairs and alterations to make the house more supportive of a disabled occupant - Repairs and alterations to make a house more energy efficient - General property rehabilitation - Construction of additional bedrooms and bathrooms to address overcrowding
Funding Limits	Applicants may request a minimum grant amount of \$10,000 and request assistance up to \$50,000.
Terms	The Grant will not require repayment; however an Owner Occupancy provision will be required for assisted properties for a 15-year period that is established through a legal Deed of Trust, Affordability Covenant or similar recordable mechanism.

Applicant Eligibility Criteria

Applicants must be over the age of 18 and have resided in their home for at least two (2) years. Applicant must be a U.S Citizen or Resident Alien. Applications will be served on a first-come, first-served basis.

Household Income

All homeowners must certify that they meet the household income eligibility requirements and have household income documented pursuant to 24 CFR 92.203. The income limits in place at the time of grant approval will apply when determining applicant income eligibility.

Household income cannot exceed 80% (Low Income) of the area median income (AMI), adjusted for household size.

No. of Persons in Household	30% Limit	Very Low Income	60% Limit	Low Income
1	\$ 26,500	\$ 44,150	\$ 52,980	\$ 70,650
2	\$ 30,300	\$ 50,450	\$ 60,540	\$ 80,750
3	\$ 34,100	\$ 56,750	\$ 68,100	\$ 90,850
4	\$ 37,850	\$ 63,050	\$ 75,660	\$ 100,900
5	\$ 40,900	\$ 68,100	\$ 81,720	\$ 109,000
6	\$ 43,950	\$ 73,150	\$ 87,780	\$ 117,050
7	\$ 46,950	\$ 78,200	\$ 93,840	\$ 125,150
8	\$ 50,000	\$ 83,250	\$ 99,900	\$ 133,200

2023 Income Limits (effective June 15, 2023) <https://www.hudexchange.info/programs/home/home-income-limits/>

Debt Ratios and Credit

Housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. However, if the homeowner has a mortgage, Program Staff must verify that payments are current and that no late payments have been received in the past twelve months. Property taxes must be current and property insurance must be provided.

City Employees

No member of the governing body of the City and any other official, employee, or agent of the City Government who exercises policy, decision-making functions, or responsibilities in connection with planning and implementation of the

program shall be directly or indirectly eligible for Program assistance. The restriction shall continue for one year after an individual’s relation with the City ends.

Property Eligibility Criteria

The property must be either traditional single-family housing with up to four units, a condominium or a townhome. Common areas and areas that are the responsibility of any Homeowner’s Association (“HOA”) are not eligible. For single family housing with two (2) to four (4) units, and funds are used to assist the units other than the unit that is owner-occupied, the HOME rental requirements apply including provisions regarding tenant occupancy, tenant income levels, initial rent levels, and long-term affordability. If HOME funds are used to rehabilitate only the owner-occupied unit in a two-to-four-unit residence, the rental housing rules do not apply.

- A. Property must be located within City of Montebello boundaries.
- B. Property must have a fee simple title (clear title).
- C. Property must serve as the household’s primary residence.
- D. The property shall be free of negative encumbrances on title.
- E. Property taxes must be current on the property.
- F. The property must have a rehabilitation cost that does not exceed seventy-five percent (75%) of the after-rehabilitation value of the property as determined by the City.
- G. The after-rehabilitation value of the property cannot exceed the current HUD FHA 203(b) Limits, or those established by a local market survey conducted by the City and approved by HUD.
- H. HOME-assisted properties must meet all applicable State and local codes or a national model building code if no local codes are present.

HOME After Rehabilitation Value Limits

The U.S. Department of Housing and Urban Development (HUD) requires documentation of the after-rehabilitation value (ARV) to show such housing is within Section 203(b) program limits. The after-rehabilitation value of the property assisted through the Program cannot exceed the HOME Program Value Limit (Value Limit) of 95% of the median sale price for the City, as updated by HUD. The Value Limits are those established according to current HUD FHA 203(b) Limits, or those established by a local market survey conducted by the City and approved by HUD.

Property value must be determined prior to the provision of HRPP assistance. The value will be established by appraisals prepared by a licensed fee appraiser. This requires the City to provide the appraiser with the written work write-up that includes the proposed rehabilitation for the subject property. To ensure compliance of the after-rehabilitation value requirements, the Housing Analyst or Consultant must determine what the value of the property will be once the rehabilitation is completed. The value of the work must be added to the property value to arrive at the after-rehabilitation value.

Section IV – Uses of Program Funds

Eligible Uses of Funds

Program funds must be used for the purpose of repairs and rehabilitation. Eligible costs of rehabilitation include:

HOME-ELIGIBLE HOMEOWNER REHABILITATION COSTS	
HARD COSTS • Meeting the rehabilitation standards • Meeting applicable codes, standards and ordinances • Essential improvements	SOFT COSTS • Financing fees • Credit reports • Title binders and insurance • Recordation fees, transaction taxes

• Energy-related improvements • Lead-based paint hazard reduction* • Accessibility for disabled persons • Repair or replacement of major housing systems • Incipient repairs and general property improvements of a non-luxury nature • Site improvements and utility connections <i>*Note: Lead hazard reduction costs are not counted as hard costs for the purposes of determining the level of assistance under 24 CFR Part 35 (the Lead Safe Housing Rule).</i>	• Legal and accounting fees • Appraisals • Architectural/engineering fees, including specifications and job progress inspections • Project costs incurred by the PJ that are directly related to a specific project • Refinancing of secured existing debt if the housing is owner-occupied and refinancing allows the overall costs of borrower to be reduced and the housing is made more affordable
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Ineligible Uses of Funds

The following costs are not eligible uses of Program proceeds:

- Materials, fixtures, equipment, or landscaping of a type and quality that exceeds adequate service, or that is not customarily used for properties in the same general area. No luxury upgrades are allowed.
- Appliances
- Construction, rehabilitation, or modification to detached garages or structures under HOME program.
- Recreational items such as barbecues, bathhouses, greenhouses, swimming pools, saunas, television antennae, and tennis courts.
- Acquisition of land
- Room or bathroom additions, except for addressing overcrowding conditions.
- Property taxes.
- Reimbursement of costs incurred prior to the approval of assistance.
- Assistance related costs.
- Repairs related to outstanding insurance claims or claims already paid.

Hierarchy of Grant Funds

Program funds must be used in the following order of priority:

1. Life-Threatening or Safety Repairs.
2. Health and Safety Hazards.
3. Livability Improvements.
4. Non-critical Improvements.
5. Other eligible general property rehabilitation work.

Section V – Eligible Repairs and Rehabilitation

Program funds are to be used for the rehabilitation of homes. Rehabilitation means repairing or improving a deteriorated or outdated house. Deteriorated materials and components must be replaced with like materials. No luxury upgrades are allowed. Eligible repairs and improvements include the following:

1. Repairs that rectify the most urgent health and safety hazards, such as:
 - a. Unsafe structural parts of a house, which are likely to collapse in the immediate future if not supported. (e.g. porch, roof, stairways)
 - b. Electrical conditions that is likely to result in a fire or threaten human life in the immediate future. (e.g. overloaded circuits, and hazardous fixtures, switches, outlets, or wiring.)

- c. Plumbing and septic systems repairs, which involve exposed sewage, leaking supply lines, and inoperable water heaters.
 - d. Mechanical system repairs that create conditions likely to result in a fire or leakage of gas or fumes.
 - e. Other conditions determined by staff that could result in a life-threatening situation in the immediate future.
2. Repairs that improve deteriorated or inadequate features of the structure that pose no immediate threat to life but will damage the dwelling if ignored, such as:
 - a. Defects in electrical, plumbing, and mechanical fixtures
 - b. Unsafe entrances and exits
 - c. Lack of smoke detector or similar device
 - d. Deteriorating or inadequate structural conditions (e.g. crumbling foundations, dry rot, and termite damage)
 - e. Roofing
 - f. Heat exchanger in the furnace may become inoperative or hazardous
 - g. Flooring
 - h. Driveway
 - i. Fumigation
 - j. Modifications that aid the mobility of the elderly and physically disabled
 - k. Other California Building Code deficiencies
3. Improvements intended to improve the quality of life for dwellings, such as:
 - a. Overcrowding
 - b. Addition or renovation of bedrooms or bathrooms. (See Item 6 below.)
 - c. Renovation of kitchen
 - d. Addition or renovation of laundry facility
 - e. Lack of energy or water-saving devices (replacement of existing items only)
 - f. Heater
4. Improvements that do not address life-threatening or quality of life issues but are eligible, provided that items a and b listed below are in conjunction with work performed:
 - a. Sandblasting/stucco
 - b. Painting
5. Rehabilitation work not related to rectifying life-threatening and urgent safety issues, fixing health and safety hazards, improving livability, and improving non-critical conditions is considered general property rehabilitation.

General property improvements for reconstruction would allow for the construction of a garage and/or a driveway.

6. The construction of additional bedrooms and bathrooms is allowed if the need can be demonstrated per the guidelines listed below. The accepted standard definition of overcrowding is more than 1.5 people per room or more than 2 people per bedroom. The program will not fund additions to a home for a den or family room.

GUIDELINES FOR ROOM AND BATHROOM ADDITIONS		
Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	0	1
1-2	1	1
3-4	2	2

5-6	3	2
7-8	4	2
9-10	5	3
11-12	6	3

Section VI – Rehabilitation Standards

The City of Montebello has adopted written rehabilitation standards for rehabilitation of owner-occupied units. A rehabilitation standard defines the quality of materials and workmanship that must be used when a particular repair is made. Rehabilitation standards (sometimes called construction standards) speak to the quality, durability, and aesthetics of the end product.

City of Montebello Rehabilitation Standards	
<u>SECTION I: SITE IMPROVEMENTS</u>	
NOTE: All work requires review by the Building Division regarding need for plans/permits.	
SITE IMPROVEMENTS – OUTBUILDINGS	
REHABILITATION STANDARD: 75% or more salvageable	
Minimum Life: 5 Years	
Unsafe, illegal or unapproved structures, including outbuildings, additions and patio covers will be removed if it is not financially feasible (up to \$5,000) to complete rehabilitation required to make them structurally sound, leak free and building and zoning code legal.	
REPLACEMENT STANDARD: No outbuilding shall be provided.	
SITE IMPROVEMENTS – PAVING AND WALKS	
NOTE: Any work may require a permit from the Engineering Division.	
REHABILITATION STANDARD:	
Minimum Life: 15 Years	
Badly deteriorated, essential paving, such as front sidewalks, will be replaced to match. Deteriorated paving may be removed or replaced.	
REPLACEMENT STANDARD:	
Minimum Life: 20 Years	
Essential walks and drives shall be replaced with 4" thick, 4% air entrained, 3000 PSI concrete with metal reinforcement.	
SITE IMPROVEMENTS – LANDSCAPING	
REHABILITATION STANDARD:	
Site shall be graded to direct water to run away from foundation. Trees that are too close to the structure shall be removed.	
REPLACEMENT STANDARD:	
Only for-sale homes' front yards may be landscaped with a \$500 maximum allowance.	

SITE IMPROVEMENTS – FENCING/GATES

REHABILITATION STANDARD:

Minimum Life: 5 Years

Fencing shall be rehabilitated to meet the local code.

REPLACEMENT STANDARD:

When funding is sufficient for nonessential improvement, additional wood or wrought iron fencing may be installed to create defensible space in conformance with neighborhood/homeownership association requirements.

SITE IMPROVEMENTS – SWIMMING POOLS/HOT TUBS

REHABILITATION STANDARD:

Minimum Life: 3 Years

Beyond scope of federal financing. Pools may be filled.

REPLACEMENT STANDARD: N/A

SECTION II: EXTERIOR SURFACES

NOTE: All work requires review by the Building Division regarding need for plans/permits.

EXTERIOR SURFACES – EXTERIOR CLADDING

REHABILITATION STANDARD:

Minimum Life: 10 Years

Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of paint, and no exterior painted surface will have any deteriorated paint.

REPLACEMENT STANDARD:

Minimum Life: 25 Years

Historically sensitive vinyl siding with 45-year material warranty.

EXTERIOR SURFACES – EXTERIOR PORCHES/BALCONIES

REHABILITATION STANDARD:

Minimum Life: 10 Years

Unsafe or unsightly porches and balconies will be rehabilitated to conform closely with porches in the neighborhood. Porch rehabilitation will be structurally sound, with smooth and even decking surfaces.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Deteriorated porches and balconies shall be replaced with preservative treated structural lumber and tongue and groove pine or synthetic deck material. Replace with concrete if economically possible.

EXTERIOR SURFACES – EXTERIOR RAILINGS

REHABILITATION STANDARD: None

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Railings that do not meet the current code shall be removed and replaced with wrought iron or synthetic wood.

EXTERIOR SURFACES – EXTERIOR STEPS AND PATIOS

REHABILITATION STANDARD:

Minimum Life: 10 Years

Steps, stairs and decks shall, be structurally upgraded to adopted building code; free from all significant deterioration.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Any replacement patio, deck or stoop shall be of a minimum functional size, design and construction.

SECTION III: FOUNDATIONS & STRUCTURE

NOTE: All work requires review by the Building Division regarding need for plans/permits.

FOUNDATIONS & STRUCTURE – FIREWALLS

REHABILITATION STANDARD:

Minimum Life: 15 Years

Party walls and garage ceilings shall be maintained without cracks and plaster deterioration and upgraded with 5/8" type X gypsum, glued and screwed to structure.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All party walls shall conform to the 2010 edition of the California Building Code's new construction requirements for fire separation at both walls and roofs.

FOUNDATIONS AND STRUCTURE – FOUNDATIONS

REHABILITATION STANDARD:

Minimum Life: 20 Years

Foundations shall be rehabilitated to be sound and water resistant if financially feasible.

REPLACEMENT STANDARD:

Foundation replacements above 25% are beyond the scope of the program and usually indicate an infeasible project.

FOUNDATIONS & STRUCTURE – STRUCTURAL WALLS

REHABILITATION STANDARD:

Minimum Life: 20 Years

All structural members shall be free from deterioration, rot and termite damage and be sized in conformance to building code. Any member not in conformance with code shall be re-supported as determined by a structural engineer.

REPLACEMENT STANDARD:

Minimum Life: 40 Years

Walls shall be 2" x 4", 16" on center with at least R-19 insulation and solid sheathing to match existing.

SECTION IV: WINDOWS AND DOORS

WINDOWS AND DOORS – INTERIOR DOORS PLACEMENT

REHABILITATION STANDARD:

Minimum Life: 10 Years

All bedrooms, baths and closets shall have operating doors. Privacy locksets on bath and master bedroom. All other doors shall have passage locks. Recycle doors when possible.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Doors may be solid core or composite in paint grade jambs.

WINDOWS AND DOORS – EXTERIOR DOORS

REHABILITATION STANDARD:

Minimum Life: 10 Years

Exterior doors shall be 1 ¾ inch thick, solid core, insulated to minimum R-6, weather stripped, operate smoothly, including a peep site, a dead bolt, and an entrance lock set. Rod iron installations require review by the Building Division.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All replacement doors at the front of the property will be neighborhood sensitive, Energy Star, steel or fiberglass solid core doors with peep sight and deadbolt. Garage/house doors shall be 20-minute fire rated with self-closing hinges. Energy Star, solid core doors with peep sight, dead bolt, and entrance locksets shall be installed at entrances not visible from the front street. Garage doors shall be R-5, embossed metal with a lockable assembly.

WINDOWS AND DOORS – WINDOW PLACEMENT

REHABILITATION/REPLACEMENT STANDARD: Bedrooms shall have all operable windows with a screen and meet egress requirements (one per room) per California Building Code.

WINDOWS AND DOORS – WINDOWS & SLIDING GLASS DOORS

REHABILITATION STANDARD:

Minimum Life: 10 Years

All windows and sliding glass doors shall be weather tight, include a locking device, and where required for egress, be fully functioning/operational.

REPLACEMENT STANDARD: Energy Star

Minimum Life: 20 Years

Double glazed, PVC or fiberglass, a minimum R-value of 2.8 (U=.33), SHGC of 0.30 and DP of 45.

SECTION V: ROOFING

ROOFING – FLAT AND LOW SLOPE ROOFING

REHABILITATION STANDARD:

Minimum Life: 10 Years

Rehabilitate roofing when cost is less than 30% of total replacement cost.

Built-up roofing, flashing and accessories shall be rehabilitated per California Building Code 2010 wherever a 5-year leak free warranty is available from a certified roofing company.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

The most cost effective Energy Star certified roof of: 3 ply hot built-up, T.P.O. or EPDM per California Building Code 2010.

ROOFING – PITCHED ROOFS

REHABILITATION STANDARD:

Minimum Life: 10 years with warranty

Rehabilitate when cost is less than or equal to 5% of total replacement cost.

Missing and leaking shingles and flashing shall be rehabilitated on otherwise functional roofs per California Building Code 2010. Concrete, metal and tile roofs shall be rehabilitated when at all possible. Antennae and communication disks shall be permanently removed.

REPLACEMENT STANDARD:

Moderate: Minimum Life: 30 Years

Fiberglass, asphalt, 3 tab, class A shingle weighing at least 235 and up to 270 lbs, architectural grade, 30-year warranty with ridge ventilation system per California Building Code 2010.

SECTION VI: INSULATION AND VENTILATION

INSULATION AND VENTILATION – ATTIC VENTILATION

NOTE: All new work requires permits from the Building Division.

REHABILITATION STANDARD:

Minimum Life: 5-Year

Any pre-installed ventilation shall be maintained or if powered and not functioning, replaced.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Attics will be ventilated with a minimum of one (1) square foot of free vent for each 150 square feet of roof area or be redesigned for integration with new insulation system. Solar powered roof vents may be used when possible.

INSULATION AND VENTILATION – BATH VENTILATION

REHABILITATION STANDARD: None

REPLACEMENT STANDARD:

Minimum Life: 10 Years

Energy Star, exterior ducted, 70 CFM, max 20 sones and separate switch or humidistat in all full and three quarter baths.

INSULATION AND VENTILATION – INFILTRATION

REHABILITATION/REPLACEMENT STANDARD:

Minimum Life: 5 Years

All exterior doors and attic hatches shall be weather stripped. All visible cracks shall be caulked.

INSULATION AND VENTILATION – INSULATION

REHABILITATION STANDARD: Not Applicable

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Attic insulation goal is R-30, crawls spaces R19. New walls will be insulated to capacity with blown cellulose, fiberglass or closed cell foam to cavity capacity. Attic access panel must be insulated to R-30 with rigid foam.

INSULATION AND VENTILATION – KITCHEN VENTILATION

REHABILITATION STANDARD: N/A

REPLACEMENT STANDARD:

Minimum Life: 5 Years

Energy Star, exterior ducted range hoods or exhaust fans with less than 10 sones, at least 120 CFM and capped with a functional back draft.

SECTION VII: INTERIOR STANDARDS

INTERIOR STANDARDS – INTERIOR RAILINGS

REHABILITATION STANDARD:

Minimum Life: 10 Years

Handrails will be present on one side of all interior steps or stairways with more than two risers and around platforms over 30" above floor level with adequate structural attachment, in compliance with the California Building Code 2010.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Hand and guardrails shall be replaced with universal design standard material and construction in compliance with the California Building Code 2010.

INTERIOR STANDARDS – INTERIOR WALLS AND CEILINGS

REHABILITATION STANDARD:

Minimum Life: 5 Years

Walls shall be stripped of wallpaper, holes, cracks, and deteriorated surfaces. All visual surfaces shall be patched and sanded as to create a smooth surface and recoated using premium, low VOC, vinyl acrylic paint.

REPLACEMENT STANDARD:

Minimum Life: 10 Years

Walls shall be plumb, ceiling level with a smooth finish on at least 1/2" gypsum with water resistant board in wet areas. 5/8" Type X over 16" on center studs installed per the American Gypsum Association. Kitchen tile backsplashes and wainscot in ceramic tile baths.

INTERIOR STANDARDS – HAZMAT TESTING AND TREATMENT

REHABILITATION STANDARD:

SAFE PRACTICES

Low: Minimum Life: 3 Months

Asbestos and lead paint hazards, when previously identified, shall be addressed in conformance with applicable local, state, and federal laws. Rehabilitated properties shall be cleaned to pass a Lead Dust clearance test to the levels prescribed by HUD regulations.

Moderate: Minimum Life: 1 Year

All properties shall be visually inspected for asbestos and lead suspect materials. No friable asbestos and all interior and exterior lead suspect surfaces shall be repainted using premium acrylic latex. Properties shall pass HUD lead dust clearance standards prior to occupancy.

High: Minimum Life: 1 Year

All properties shall undergo visual "Risk Evaluations" by rehab supervisors and be treated with the most affordable interior, exterior and site clean-up to clearance standards.

REPLACEMENT STANDARD: IN PLACE MANAGEMENT & ABATEMENT

High: Minimum Life: 20 Years

After an inspection by an EPA Certified Inspector, all hazardous material shall be removed from all moving parts, floors and mouthable surfaces. Encapsulants and enclosures may be used.

INTERIOR STANDARDS – CLOSETS

REHABILITATION STANDARD:

Minimum Life: 10 Years

Existing closets will be maintained.

REPLACEMENT STANDARD:

Minimum Life: 10 Years

All bedrooms shall have a closet with a door, clothes rod, and shelf. Baths must include linen storage and coat hooks must be near the front door.

INTERIOR STANDARDS – FLOORING

REHABILITATION STANDARD:

Minimum Life: 10 Years

Ceramic tile flooring may be rehabilitated and wood floors sanded and refinished. Salvageable carpet may be cleaned. Minimum life for carpet is 5 years.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Stone, tile or vinyl flooring may be installed over reinforced cement underlayment in baths. Wood or laminate flooring may be installed in living and dining rooms and halls. Kitchen and utility to be ceramic tile. FHA approved carpet over 6lb rebond underlayment is allowed in bedrooms when economically feasible.

INTERIOR STANDARDS – APPLIANCES

Assessment of existing appliances shall be made to determine if replacement is necessary.

REPLACEMENT STANDARD: Energy Star and Water Sense. The following appliances are eligible to be installed only when funding allows:

- Dishwasher: Energy Star rated;
- Washing Machine: Energy Star rated (required);
- Dryer: 7 CF with sensor dry system;
- Refrigerator: Energy Star rated (required);
- Range – Gas or electric, 4 burner;
- Garbage disposal – 1/2 hp, with minimum 3 year warranty;
- Microwave/Hood combination (if replacing current equipment); and
- Built-in Oven (to match) Energy Star rated.

INTERIOR STANDARDS – MINIMUM KITCHEN DESIGN

REHABILITATION/REPLACEMENT STANDARD:

Cabinet Storage: 2 bedroom – 8' minimum; 3 bedroom – 10' minimum; 4 bedroom – 12' minimum.

SECTION VIII: ELECTRIC

NOTE: All electrical work requires permits from the Building Division.

ELECTRIC – SPECIALIZED CIRCUITS

REHABILITATION STANDARD: Rehabilitate existing devices to operate.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Kitchen receptacles within 6 feet of a sink, all bath receptacles and at least one exterior receptacle shall be protected by a GFCI. Arc fault receptacles shall be installed in all bedrooms, family, dining, and living rooms, closets, hall walls, and recreation rooms per National Electric Code 2008.

ELECTRIC – KITCHEN ELECTRIC DISTRIBUTION

REHABILITATION STANDARD:

Minimum Life: 15 Years

Electric service may be supplied to trash compactors, microwave ovens, double ovens, range grills, and any appliance proposed for installation.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washer and dryers shall have separate circuits sized to N.E.C. Two separate 20 amp counter circuits are required with each kitchen area.

ELECTRIC – FIXTURES

REHABILITATION STANDARD: None

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All halls, rooms necessary to cross to other rooms and stairways must be well lighted and controlled by a 3-way switch using concealed wiring. Attics must have utility fixtures. All fixtures shall be Energy Star. Replace all incandescent bulbs with fluorescent or LED bulbs. Exterior door lighting shall provide 100 lumens at ground level (motion detectors allowed). Garage doors shall be equipped with electric openers with laser safety devices. Bedrooms and living areas may receive Energy Star ceiling fans.

ELECTRIC – ALARMS

REHABILITATION STANDARD:

Minimum Life: 5 Year

Existing fire and smoke, CO shall be rehabilitated to operating condition. Security system may be rehabilitated as needed. Exterior doors shall be alarmed when pools are present.

REPLACEMENT STANDARD:

Minimum Life: 15 Years

Directly wired, battery back-up smoke detectors are required on each dwelling floor. Interconnected smoke detectors are required for special needs and wheelchair users' homes. CO detectors are required with all fuel burning furnaces. Security systems may be installed at 1st floor doors and windows when economically feasible.

ELECTRIC – INTERIOR DISTRIBUTION

REHABILITATION STANDARD: None

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All rooms shall be rewired to the 2008 Edition of the National Electric Code using affordable fixture allowances and Energy Star fixtures. Minimum of one 20-amp circuit per room.

ELECTRIC – SERVICE AND PANEL

REHABILITATION STANDARD:

Minimum Life: 15 Years

Distribution panels shall have a main disconnect, at least 10 circuit breaker protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices. Electrical panel shall be replaced if not properly grounded, to local codes. All panel upgrades require approval by Southern California Edison.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Single Family: 200-amp service with a 24-circuit panel is allowed for homes of up to 1,800 SF. Homes larger than 1,800 SF or all electric require 200 amp service with a main disconnect panel containing at least 30 circuit breaker positions.

Two-Four Family: 100-150-amp service to each unit with a main disconnect panel containing at least 20-24 circuit breaker positions. All panel upgrades require approval by Southern California Edison.

SECTION IX: PLUMBING SYSTEM

NOTE: All plumbing work requires permits from the Building Division.

PLUMBING SYSTEM – DRAIN, WASTE, VENT LINES

REPLACEMENT STANDARD:

Minimum Life: 20 Years

ABS replacement lines shall be installed in accordance with the most recently approved version of the State of Illinois plumbing code.

PLUMBING SYSTEM – PLUMBING FIXTURES

REHABILITATION STANDARD:

Minimum Life: 5 Years

All fixtures and faucets when replaced will be retrofitted with low flow aerators: kitchen faucets with a maximum flow rate of 2.0 gal/min; bath faucets with a maximum flow rate of 1.5 gal/min. Tub and shower valves shall have thermostatic or pressure balance valves.

REPLACEMENT STANDARD: California Water Sense

Minimum Life: 20 Years

Single lever, low flow, 2.0 gal/min kitchen and 1.6 gal/min bath, metal faucets and 2.5 gal/min maximum shower diverters with lifetime drip-free warranty. White ceramic, 1.1 GPF ultra low flow toilets, double bowl stainless steel or porcelain kitchen sinks, fiberglass tubs and surrounds and steel or porcelain enameled 5' tubs. Tub and shower valves shall have thermostatic or pressure balance valves.

PLUMBING SYSTEM – PLUMBING MINIMUM EQUIPMENT

REHABILITATION STANDARD: None

REPLACEMENT STANDARD:

Minimum Life: 10 Years

Every dwelling shall contain a double or single bowl kitchen sink, and a 3-piece bath.

PLUMBING SYSTEM – FIRE SPRINKLERS

REHABILITATION STANDARD: Rehabilitate all.

REPLACEMENT STANDARD: Required in homes for wheelchair bound populations when economically feasible.

PLUMBING SYSTEM – WATER HEATERS

REHABILITATION STANDARD:

Minimum Life: 5 Years

The minimum capacity for units with two bedrooms or less shall be 30 gallons, larger units shall have a minimum capacity of 40 gallons. Water heaters shall have pressure relief valves with drip legs that extend to within one foot of the exterior ground, in copper pipe. All water heaters shall have seismic strapping.

REPLACEMENT STANDARD:

Minimum Life: 12 Years

Energy Star, high efficiency, pilotless, Energy Star, gas fired or dual element electric (0.97) water heaters with at least R-7 insulation and a 12-year replacement warranty. 40 gallons electric for 1 and 2-bedroom units and 40 gallons gas or 52 gallons electric for 3- and 4-bedroom units. Install heat pump water heaters when feasible. All water heaters shall have seismic strapping.

PLUMBING SYSTEM – WATER SUPPLY

NOTE: No pipe, plumbing, fixture, fitting, or faucet intended to convey drinking or cooking water shall contain no more than .25 percent lead (AB 1953).

REHABILITATION STANDARD: 10 Years

Minimum Life:

All homes shall be tested to identify and eliminate all leaks. All fixtures must be supplied with 2 gallons per minute water flow and shut off valves must operate. Lead and galvanized pipe shall be replaced with copper,

PVC or PEX, if local code allowed. All accessible hot water lines shall be insulated; maximum static pressure is 60 psi.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All fixtures shall have brass shut off valves. Exterior hose bibs with air gap are required.

SECTION X: HVAC

NOTE: All work requires permits from the Building Division.

HVAC – CHIMNEY/FIREPLACE REHABILITATION

REHABILITATION STANDARD:

Minimum Life: 20 Years

Unsound chimneys shall be rehabilitated or removed. When chimneys must be used for combustion ventilation, they shall be replaced.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

Replacement furnace flues when required shall be metal double or triple walled as recommended by the equipment manufacturer.

If the service life of the chimney is comparable to service life of heating plant, then no replacement is necessary. If the chimney needs replacing or a new liner, the chimney will be eliminated and replaced with a high efficiency, power vented unit.

HVAC – DISTRIBUTION/VENTILATION SYSTEM

REHABILITATION STANDARD:

Minimum Life: 5 Year

Central air conditioning shall be inspected, serviced and refurbished per diagnostic testing of unit and distribution system – per (BPI) technical standards for air conditioning and heat pump specialist as described in Chapter 6 of the Saturn Mechanical Systems Field Guide, 2006. Must meet 2008 Title-24 Standards.

REPLACEMENT STANDARD:

Minimum Life: 20 Years

All ductwork shall be insulated to R-4, seams sealed with Mastic and run in conditioned space within the building envelope. Air leakage and ventilation may be brought into conformance to Chapter 4 of HPSWC. Must meet Title-24 Standards.

HVAC – CENTRAL EQUIPMENT

REHABILITATION STANDARD:

Minimum Life: 5 Years

Heating plants that are less than 5 years old and rated 65 AFUE efficiency or better shall be tested and tuned-upper BPI. Energy Star setback thermostats are required.

REPLACEMENT STANDARD:

Minimum Life: 20 years

Condensing gas furnaces rated over 86 AFUE and heat pumps over 13.5 SEER with 10-year warranty on parts and 5 years labor. Air to air heat exchangers are eligible for this program. HVAC system shall be sized to maintain 68°F measured 36" off the floor when the outside temperature is 84°F (the average yearly maximum), in all habitable and essential rooms. Interior design temperature used for heating and cooling load calculations per Title-24.

SECTION XI: SPECIAL CONSTRUCTION**SPECIAL CONSTRUCTION – ACCESSIBILITY FOR SPECIAL NEEDS CLIENTS**

One of the following levels of accessibility shall be met dependent upon the clients' physical needs and financial resources:

Accessibility:

1. No-Step Entry;
2. Adequate Doorways; and
3. Usable Bathroom.

Usable Home: If requested by a physically disabled tenant, home shall meet this level of accessibility when funding is available:

1. Accessible Route into and through the Dwelling Unit;
2. Accessible Switches, Outlets & Controls;
3. Reinforced Walls for Grab Bar Installation;
4. Usable Kitchens; and
5. Ground Floor Bedroom.

Full Accessibility:

1. Wheelchair turning space in kitchen, bath and hall areas;
2. Doors – maximize space and lever hardware throughout;
3. Kitchen – accessible to wheelchair bound;
4. Bathroom fixtures per universal design standard;
5. Accessible controls in all areas; and
6. Communication devices in bath and at front and rear door.

SPECIAL CONSTRUCTION – LEAD SAFE REGULATIONS**REHABILITATION STANDARD / REPLACEMENT STANDARD**

In all federally-funded projects, the City shall follow the requirements listed on the attached "Summary of Lead-Based Paint Requirements.

International Energy Conservation Code

1. All new construction work must also conform to the International Energy Conservation Code (IECC) and applicable state or local energy conservation codes.
2. Additionally, the City requires that all new building construction complies with the State of California Energy Code.

Section VII – Application and Funding Process

Application Phase

Interest List

In an effort to provide consistent service to Montebello residents, Staff will maintain an on-going Interest List.

- Prospective Applicants may join the Interest List at any time by completing an interest form.
- Applicants may request this form by phone, email, or in person.
- The Applicant will be added to the Interest List once the City receives a completed form.
- The Interest List will contain the name, address, telephone number, date of first contact, and desired rehabilitation work.
- The Applicant may disclose conditions that pose an immediate threat to health and safety in the interest form. Staff shall make reasonable efforts to confirm the emergency situation, and Staff will prioritize the application.

As funds become available, applicant packets will be sent to prospective applicants, and each applicant will be given fifteen (15) calendar days to respond with a completed application. If an application is not received within fifteen (15) days, Staff will make reasonable efforts to contact the applicant. If such efforts fail, the applicant will be removed from the Interest List after thirty (30) calendar days.

Application Review

1. The Housing Analyst or Consultant will review all application documents and based on the documents shall make a determination of eligibility consistent with the Guidelines.
2. If additional information or documentation is required, the Housing Analyst or Consultant shall request additional information from the Applicant.
3. The Housing Analyst will maintain confidentiality with respect to all financial information received from the Applicant to the maximum extent permitted by law.
4. Once the application package is complete, and provided the Applicant, the property and the proposed improvements meet all the eligibility requirements set forth in the Guidelines, the Housing Analyst will prepare a summary analysis of the request and make a recommendation to the Planning and Community Development Director.
5. These recommendations will be reviewed by the Director of Planning and Community Development based on the following criteria:
 - a. Priority will be determined:
 - I. according to the Program’s waiting list;
 - II. “first come, first serve” basis;
 - III. immediate need;
 - IV. project readiness basis;

- b. The Applicant, property, and proposed improvements meet all eligibility requirements contained in Section 3 of these Guidelines.
- c. The proposed rehabilitation meets the Criteria contained in the Guidelines.
- d. The proposed improvements comply with all local, state, and federal regulations, including but not limited to:
 - I. Land Use Zoning;
 - II. Design Review;
 - III. Building Permits;
 - IV. California Environmental Quality Act (CEQA);
 - V. National Environmental Policy Act (NEPA);
 - VI. Other regulations which may be applicable.
- e. No Applicant shall be excluded or discriminated against because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or any other legally prohibited basis.

Application Interview

The Housing Analyst or Consultant will schedule an appointment after the Application package is received. An interview in person or by phone enables the homeowner to ask questions and get immediate answers, helps the Housing Analyst or Consultant to work with a more accurate and complete application package, and expedites the overall Program process.

Application Process

The Housing Analyst or Consultant is responsible for assisting the homeowner to complete the application forms and for collecting all the required supporting documentation to establish eligibility. All forms must be fully completed and signed accordingly. All supporting documentation must be current (no older than 6 months). The following is a list of the required supporting documentation:

- ☐ W-2's and federal and state income tax returns for the most recent 2 years.
- ☐ Documentation of income.
- ☐ Bank statements and asset/investment statements for the last three months.
- ☐ Documentation evidencing eligibility of other program requirements, such as ownership, occupancy, and property location.
- ☐ When available, a copy of current appraisal report (dated within 3 months).
- ☐ Verification of dependent children living at home.
- ☐ Proof of full-time student status for dependents 18+ of age.
- ☐ EDD Notice for adult household members who do not receive income.

During the application process, the Housing Analyst or Consultant must:

- Certify income eligibility.
- Verify property ownership.
- Verify property is in the City of Montebello and meets all Zoning requirements with the City of Montebello Planning Department.
- Verify that property is owner-occupied.
- Verify that mortgage, property taxes, and insurance are paid up-to-date.
- Create a Master File for each grant application.

Property Ownership Documentation

Program staff or Consultant must obtain supporting documentation to determine eligibility for other program requirements. Verification of property ownership can be determined by:

Eligibility Requirement	Must verify with at least one of the following:
Verification of ownership: The property must be owned by the applicants	• Copy of grant deed or, quitclaim deed, • Title report or insurance issued within the last year, which verifies the vesting to be the applicants' name(s)
Verification that property is owner-occupied: The property must be the owner's principal place of residence.	• Copy of current property tax bill that shows homeowner's exemption and the subject property as the mailing address
Verification that mortgage payment is current: Assistance cannot be provided if payment is not current.	• Copy of most recent mortgage statement that shows payment is current • Mortgage history printout
Verification of type of first mortgage: No reverse mortgages, negative amortizations for loans. Reverse mortgages, negative amortizations are acceptable for grants only.	• Copy of most current mortgage statement • Copy of note specifying terms of repayment and interest rate
Verification that property taxes are up- to-date: Assistance cannot be provided if taxes are not current.	• Printout from the Los Angeles County Tax Collector's website that shows the tax as current. Website at http://ttax.co.la.ca.us/ • Receipt of payment (if payment has been recently made and website has not been updated) • Copy of payment arrangements from tax collector for delinquent tax
Verification that insurance is up-to- date.	• Copy of current evidence of insurance or policy. It must show the expiration date, or specify that it is continuous

Income Documentation

The Program utilizes the annual income definition as defined in 24 CFR 5.609 (Part 5 annual income) to determine household income eligibility.

Income must be determined based on information obtained from third party verifications and the review of documents provided at the time of application. The income certification is valid for a period of six (6) months (validation period). It will not be required to re-certify income unless six months have lapsed from the time of certification. Grant documents must be executed prior to the expiration of the validation period.

The Housing Analyst or Consultant is responsible for obtaining all the required income documentation for all the sources of income. The sources of income can be determined by:

- The Income, Asset, and Employment Disclosure portion of the application.

- Tax returns may sometimes reveal relevant income sources, such as interest income, capital gains, dividends, etc., which may not have been disclosed in the grant forms.

Eligibility can be established by examining documentation on the different sources of income for the household. The following is a list of income sources, and examples of acceptable documentation:

Type of Income	Documentation Source – not older than three (3) months
Gross employment income: • Wages • Salary • Overtime • Tips • Commissions • Bonuses	• Paycheck stubs (copies of the most recent three (3) months of paycheck stubs) • Certified copies of tax returns and W-2's if within the first quarter of the new calendar year, requires a signed 4506 form • Copy of employment contract, which must specify the earnings amount and expiration date
Net self-employment or business income	• Certified copies of tax returns, with signed 4506 form for the previous two (2) years • Audited financial statement
Social security benefits • Including SSI payments • Including anticipated Cost of Living Adjustments (COLAs)	• Written verification from the Social Security Administration • Copy of award letter stipulating the benefit amount • Copy of bank statement verifying the direct deposit of the benefit amount
Periodic determinable allowances: • Child support • Alimony • Regular contributions received from organizations or persons not residing in the dwelling	• Copy of court decree that establishes amount of support • Verification from District Attorney's office that verifies the amount of support • Notarized affidavit of support
Net rental income	• Tax returns • Copies of rental agreements/leases, along with a breakdown of monthly expenses to determine net income • Copies of most recent rent checks, along with a breakdown of monthly expenses to determine net income
Welfare assistance: • Payments under the Temporary Assistance for Needy Families (TANF) • Welfare or General relief	• Benefit award letter specifying the amount of the benefit • Verification from case worker stating the benefit amount • Copy of checks
Income from assets: • Savings account(s) • Checking account(s) • Investments	• Bank statements showing the last three (3) months of interest • Savings passbook • Verification of deposit • Most recent income tax returns showing the interest earned Investment statements showing the dividends earned and/or anticipated earnings

Gross amount of payments in lieu of earnings: • Unemployment • Disability compensation • Worker's compensation	• Benefit award letter showing monthly benefit • Copy of checks
Gross amount of periodic payment: • Annuities • Pensions/Retirement • Disability benefits • Death benefits	• Statement of benefits • Benefit award letter • Verification from awarding agency/entity
Other sources of income: • Union benefits • Other income not specified above	• Statement of benefit award that evidences benefit amount • Documentation to support declaration of other income
No income:	• EDD Notice of Unemployment • Verification of previous employment
No tax returns:	• Verification from IRS that no taxes were filed.

Special Circumstances

If income cannot be calculated by using the documentation described above, then the income calculation must be handled on a case-by-case basis as appropriate for the situation. For example, if the income is derived from the sale of recyclable materials, it will be necessary to provide enough documentation (i.e. sales receipts) to reasonably determine annual income. The documentation must be in a form acceptable to the Program Staff.

Grant Processing Timeline

Grant applications must be processed in the order received. Upon receipt of a completed grant application, the Housing Analyst or Consultant must evaluate the application for eligibility and compliance of program and funding requirements.

If the application is incomplete, the Housing Analyst or Consultant must issue a Request for Additional Documentation to the Applicant and allow fifteen (15) calendar days for Applicant to submit the missing documentation. If the Applicant fails to submit the missing documentation within the deadline, a second reminder must be sent, and a ten (10) day extension can be granted. If there is no response to the second notice, then a Notice of Cancellation of Grant Application must be mailed.

Property Inspection and Contractor Selection

A. Inspection Requests

Once Program eligibility has been established, the property must be inspected to determine the work that needs to be done. The Housing Analyst or Consultant will conduct an inspection of the property with a City of Montebello Building Inspector.

When reviewing inspection notes the Program Staff or Consultant shall take into account the following:

- a. Overcrowded conditions. If it's determined that overcrowded conditions exist and there is a request for the construction of an additional bedroom/bathroom an explanation will be included in the file. Such report shall include the number of occupants in household, the age and gender of occupants in

household, the age and gender of occupants in household, and the existing number of size of sleeping quarters.

- b. Rehabilitation Feasibility. Program Staff shall make a determination on the rehabilitation feasibility of the property with the following factors taken into account:
 - i. Location of structure
 - ii. Excessive rehabilitation costs
 - iii. Type of improvements
 - iv. Type of structure
 - v. Condition of structure
 - vi. Homeowner's needs

B. Property Standards

All repair work must meet current California Building Code (CBC) standards. At a minimum, health and safety hazards and code deficiencies must be addressed.

C. Work Write-Up

The Housing Analyst or Consultant must prepare the Work Write-Up, which is the set of instructions specifying the proposed rehabilitation work. The Work Write-Up must describe and address any code violations, health and safety deficiencies, and lead hazards in a manner that is sufficiently detailed to serve as the basis for obtaining bids from contractors. It must be completed on the Program standard Work Write-Up form and must include the following.

- Scope of Work, which must conform with:
 - Program requirements, such as lead hazard reduction, correction of health and safety deficiencies and of code violations and incipient code violations, work that improves energy efficiency, and other eligible general property rehabilitation.
 - Planning & Building Requirements.
 - Exact meaning of words. For example, "any" implies a limited number selected at the discretion of the reader, while "all" means every.
- The type of materials that are allowed under the Program. No luxury upgrades are allowed. Deteriorated materials and components must be replaced with like materials. The write-up must include adjective strings to describe materials, such as "Single hung, double glazed, vinyl windows."
- Quantity, such as the number of windows, doors, etc.
- Location of where the rehabilitation/rehabilitation will occur, such as in the bedroom, kitchen, etc.
- Construction method and specific instructions of the proposed work, which uses action verbs strings to describe the method, such as "powerwash, prep and repair stucco surfaces."
- Special conditions, requirements, and/or installation method, such as when working with lead contaminated areas, termite infestation, etc.
- Performance standards, such as durability and warranties.
- General provisions which define rules that apply to all write-ups, such as definitions, process, etc.
- Plans (when applicable).
- No cross-outs or white out are allowed for deletion of line items. An amended Work Write-Up must be printed out, reflecting any changes made along with the date of amendment.

The Program Housing Analyst or Consultant must review the Work Write-Up with the City of Montebello Planning Department to determine if the proposed work is consistent with all Zoning Regulations. Upon review and approval by

the City's Planning Department, the homeowner must approve the final Work Write-Up before it is released for bid. The final Work Write-Up and Staff Estimate must be placed in the Master File.

Bid Process

The Bid Process (e.g. solicitation phase) is where the homeowner obtains three (3) eligible general contractors (contractors) to bid on the project. However, in the case that the homeowner cannot receive three bids, the City will consider accepting no less than two eligible general contractors.

The Homeowner/applicant is responsible for sending out bid packages to all contractors selected.

All the bid packages must be identical, and include the following:

- ☐ Work Write-Up, excluding any estimates of cost.
- ☐ Copy of the lead and termite report, when applicable.
- ☐ Plans or drawings, when applicable.

Bid Requirements

- Only lead certified contractors can bid on lead hazard reduction related work.
- A minimum of 3 bids are preferred, however the City has the option to allow 2 bids.
- Bidding contractors must attach any addendums to the Work Write-Up to address all health and safety, or code violation deficiencies not addressed in the Work Write-Up.
- Upon the bid deadline, the Housing Analyst or Consultant must review all bids received.
- The homeowner must review the bids and select a contractor. The homeowner must accept the lowest most responsible bidder.
- Once a bid is selected, the Housing Analyst or Consultant must:
 - Verify that the selected bid is within the maximum grant amount and within 10% of the original estimated cost. An explanation must be provided by the homeowner for any bid selected exceeding 10% of the staff estimate.
 - If the selected bid exceeds the maximum grant amount, the homeowner must reduce the scope of work. Repairs addressing health and safety or code violations cannot be deleted from the Work Write-Up. Also, a change in materials or techniques may be considered to reduce the proposed costs.
 - If changes or omissions are made, an updated final bid must be prepared. No cross-outs or white out are permitted on the final bid, which will be an attachment to the Agreement for Rehabilitation.

Contractor Qualifications

Only general contractors and sub-contractors who meet the following Program requirements are eligible to enter into Program rehabilitation contracts.

- State of California Class B "General Contractor"
- State of California Contractor's License in good standing.
- Current liability insurance (\$1,000,000 minimum coverage). *Contractor must name the City as additionally insured.*
- Automobile insurance (\$1,000,000 minimum coverage). *Contractor must name the City as additionally insured.*
- Current worker's compensation insurance.
- Contractor must not be debarred from working on federal contracts or from the State of California.

- Contractors must obtain a Unique Identifier Number from sam.gov/content/entity-registration
- For lead contractors:
 - Current State of California Department of Health Services Lead-Related Construction Certifications for all workers and managers
 - Liability and workers' compensation insurance for lead-related work
- Contractor qualifications must be checked, either annually or when a rehabilitation contract is awarded, to ensure compliance of licensing and insurance requirements.

Applications from local contractors (including women and minority contractors) are encouraged.

Verification of Contractor Qualifications

City staff must review the Contractor application and verify pertinent information, as follows:

- Verify licensing information through the Contractor State License Board website at www.cslb.ca.gov. A printout is required for the Contractor Master File.
- Verify that Contractor has not been debarred from working on federal contracts or the State of California by accessing the following websites:
 - <https://sam.gov/content/home> for HUD debarments. A printout is required for the file.
 - <http://www.dir.ca.gov/dlse/debar.html> for California debarments. A printout is required for the Contractor Master File.

If each of the investigations is favorable, the contractor is added to the List.

Disqualification of Contractors from the List

Contractors are disqualified from the List if they do not maintain their business credentials, do not comply with Program policies, or perform poorly when awarded a rehabilitation contract. Evidence constituting just cause for Contractor disqualification includes:

- Failure to maintain State Contractors Board license.
- Insolvency, bankruptcy, or other conduct or condition causing monetary loss for a homeowner or the Program in connection with construction contracts.
- Activities conflicting with Program policies or procedures such as bid rigging, kickbacks to homeowners, hiring homeowners for pay, failure to comply with the Standard Specifications, abusing cost increases, etc.
- A history of non-performance in fulfilling construction contracts.
- A history of contract performance judged unacceptable by Program Staff due to poor work quality, lack of cooperation, or repeated conflicts with homeowners.
- Abandoning a job or repeated failure to complete contract work according to specified deadlines.
- Conviction of a crime in connection with contract work, contract payment or any funds administered by the City.
- Failure to respond to three (3) bid requests and annual update of contractor's package.

Contractor Selection

The homeowner is responsible for selecting a Contractor for the project. The City's involvement in the Contractor selection process is merely to provide guidance to the homeowner and answer pertinent questions. The City does not select the Contractor on behalf of the homeowner. Once the homeowner has selected the lowest most responsible bidder, the Housing Analyst or Consultant must:

- Document the reason why the specific Contractor was selected,
- Verify that all Contractor documentation is in file and current,
- Notify the selected Contractor, in writing, which must include a copy of the updated Work-Write Up, when applicable.

Evaluation and Approval Procedures

- A. The Director of Planning & Community Development will make all final decisions regarding the approval of the grant amount and release of funds.

- B. Grant Documents Signing

The Housing Analyst or Consultant will contact the property owner and schedule a grant documentation signing. All signers must bring a current and valid CA Driver's license or Identification card. The following grant documents will be signed:

- Grant Agreement

- C. Construction Management Procedures

The City is responsible for monitoring the construction activity of all projects.

Pre-Construction Conference

Prior to the start of the construction work, the Inspector and Housing Analyst or Consultant must conduct a pre-construction conference with the homeowner and the selected Contractor(s). The purpose of the pre-construction conference is to review the roles and responsibilities of each party, review the Work Write-Up, rehabilitation process, start date, payment schedule, date of completion, and other terms and requirements stipulated in the Housing Rehabilitation Grant Program Agreement. The homeowner and the Contractor must address any questions and concerns regarding the work to be performed and execute the Agreement for Rehabilitation and Notice to Proceed in order to begin construction.

Housing Rehabilitation Grant Program Agreement

The homeowner and the selected Contractor must execute a Housing Rehabilitation Grant Program Agreement Contractor Agreement (Contractor Agreement), which specifies the repairs and rehabilitation to be completed through the Program. The Agreement is a contract between the homeowner, the Contractor, and the City of Montebello.

Contractors are authorized to begin the home repairs when they receive a Notice to Proceed. Any work a contractor completes before receipt of a Notice to Proceed is ineligible for payment.

City Permits

Prior to the start of construction, the Contractor must procure the appropriate building and planning permits, as required. Work that requires building or planning permits, but completed without the benefit of permits, will not be honored. The Contractor must comply with permit requirements in order to receive payment for work completed.

Contractor is responsible for securing applicable permits that may apply for all scope of work items included in the proposal.

Contractor Payment Schedule

Contractors are eligible to receive one (1) progress payment and one (1) final payment. Only completed, inspected, and approved work is eligible for payment. Payments are made for the amount of the satisfactorily completed work minus five-percent (5%) retention.

- Ninety-five percent (95%) of the contract amount is distributed to the Contractor in the form of progress payments during construction.
- The final five-percent (5%) of the contract amount is set aside as a retention payment. The 5% retention is released 30 days after the completion date given that the project has been thoroughly and satisfactorily completed.
- The contractor may request the release of the retained payment by following the same process used for progress payments, subject to the following:
 - Lien releases have been submitted by Contractor, all subcontractors, materials suppliers, and laborers.
 - No liens or notice of intent to file a lien have been received by the homeowner or the City.
 - Copies of permits and final inspection certificates from the Building Department have been submitted by the Contractor.
 - Copies of all warranties and manufacturers' instructions have been provided to the owner.

The Housing Analyst or Consultant must verify the work completed to ensure compliance with the Agreement for Rehabilitation and Building requirements.

Progress Payment

The Contractor must call the Housing Analyst or Consultant for a progress inspection and request payment by submitting the following documents to the Housing Analyst or Consultant:

- Invoice for the amount due
- Invoices, proof of payment, other applicable supporting documentation
- Application for Payment request signed by both Contractor and the homeowner
- Lien release signed by prime contractor, subcontractors and suppliers used up to that point

Progress Inspections

The Housing Analyst or Consultant must monitor the work performed during field inspections conducted on a regular basis. The Housing Analyst or Consultant must visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget.

The Housing Analyst or Consultant must review the work status with the homeowner and the Contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Housing Analyst or Consultant must inspect the work and obtain homeowner authorization to release payment to the Contractor.

Lead Monitoring

If the project has lead paint hazards, the Contractor must provide documentation of lead paint training for each person to be working on the project. Lead hazard worker certifications are not necessary if:

- The project does not have lead paint (built after 1978 or tested negative for lead paint), OR
- The project is cleared of lead hazards by a certified lead inspector, and the work to be performed will not create additional lead hazards.

Final Payment

The Contractor must call the Housing Analyst or Consultant for a final inspection and request payment by submitting the following documents to the Housing Analyst or Consultant:

- Final Invoice for the amount due
- Invoices, proof of payment, other applicable supporting documentation
- Application for Payment request signed by both Contractor and the homeowner
- Final Payment Lien release signed by prime Contractor, subcontractors and suppliers used

Final Inspection

When the project is completed, the Housing Analyst or Consultant inspects the rehabilitation work item by item with the homeowner and the Contractor. A “punch list” of any corrections or deficiencies must be prepared and issued to the Contractor for correction.

Upon verification of completion, the Housing Analyst or Consultant will release the five-percent (5%) retention within 30 days of project completion.

Warranties

Contractors must comply with State law regarding all labor and material warranties. Contractors must warrant that all rehabilitation work meets the accepted standards of the trade and are free from defects. Contractor must warrant that any defects which are found within twelve (12) months from the date of completion must be repaired or replaced at the Contractor’s option and at no expense to Property Owner.

Contractor must provide to the homeowner commercially reasonable written warranties and guaranties from its subcontractors and suppliers to the extent that they are obtainable in the ordinary course of business. Contractor must give homeowner a reasonable opportunity to purchase any additional or extended warranties available for purchase from subcontractors or material suppliers.

Change Orders

Written change orders are required when the homeowner requests any changes to the Work Write-Up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change orders must state the change and dollar value for the change. The change orders must be signed by both the Contractor and the homeowner and submitted to the City for approval. If the change orders exceed the approved financing, the homeowner must contribute funds toward the project or request for additional funds through the Program, subject to availability, eligibility, and City approval. If additional funds are approved, the homeowner must execute an amended Promissory Note and Deed of Trust prior to receiving the additional funds.

Grievances between Homeowner and Contractor

Any controversy arising out of or relating to Agreement for Rehabilitation, or the breach thereof, must be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator will have the final authority to order work performed, to order the payment from one party to another, and to order who must bear the costs of arbitration. Costs to initiate arbitration are to be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

Termination of Agreement

The homeowner and the Contractor have the right to terminate the Agreement for cause or for convenience by providing written notice as set forth in the Contractor Agreement. In the event of such termination, Contractor is entitled to payment for all work done through and including the effective date of such termination.

Contractor Substitution

Upon a termination of Agreement between the homeowner and the Contractor, the homeowner has the option to select another qualified Contractor to complete the project. The substitution of Contractor must be done once a settlement with the original Contractor has been reached. The new Contractor must meet all Contractor requirements prior to taking over the project.

File Completion and Close-out

Upon release of the 5% retention payment the Housing Analyst or Consultant must close-out the project file, as follows:

- The Housing Analyst or Consultant must reconcile the project expenditures and make sure that the file contains copies of the all invoices, authorizations for payment, and checks issued.
- Project files must contain all program documents including copies of program application, agreement, scope of work, all work changes and before-and-after pictures to illustrate the accomplishments of the Program.

Section VIII – Additional Funds

Due to unforeseen expenses during construction, which exceed the allocated contingency fund, it may be necessary to grant additional monies to complete the project. This is possible as long as the additional funds will not cause the grant to exceed the maximum grant amount and the maximum LTV.

Section IX – Other Requirements

- A. Property owners must submit a Program application and obtain approval prior to beginning repairs. Any repairs completed prior to grant approval are not eligible for reimbursement.
- B. 100% of the funds must be used to rehabilitate the home. No cash is provided to the homeowner.
- C. There is no asset limitation; however, income derived from assets must be included in the income calculation.
- D. Fire insurance: The homeowner must maintain fire insurance on the property for the duration of the program until completion.
- E. Flood insurance: For homes in a 100-year flood zone, the homeowner must maintain flood insurance in an amount adequate to secure the Program grant and all other encumbrances. Properties located in a Zone X do not require Flood Insurance. This policy must designate the City as Loss Payee and a binder must be provided to the City and maintained in the project Master File.

Section X – Duplication of Benefits

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably

to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

All applicants are required to complete a Duplication of Benefits (DOB) Affidavit Section of the application as part of the application process. This affidavit acknowledges the City's requirement that any person or entity receiving HOME assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the City has developed a method of assessing whether the use of HOME funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.

This assessment process is as follows:

1. Upon receipt of the completed application packet, the City of Montebello will review the Duplication of Benefits Affidavit to determine if the applicant has reported receiving any potentially duplicative assistance.
2. If so, the City or Consultant will request additional information from the applicant, including:
 - a. Dates funds were received; and
 - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, the City may:
 - a. Determine that there is no duplication and proceed with consideration of the application for the full amount requested. Or
 - b. Determine that there is a partial duplication and proceed with consideration of the application for an amount that reduces the request by the Duplication of Benefits ("DOB") amount:
 - i. $(\text{Amount Requested}) - (\text{Amount of DOB}) = \text{Eligible Amount}$
 - c. Determine that there is a complete duplication and deny the application.

All application documents, including the Affidavit shall be retained in compliance with HUD's record retention requirements.



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1600 W Beverly Boulevard
Montebello, CA 90640
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CITY OF MONTEBELLO



COMMERCIAL FAÇADE GRANT PROGRAM GUIDELINES & APPLICATION (JULY 2024)

Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640
(323)887-1200 Ext. 1454

SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Objective of Program

The purpose of the Commercial Façade Program (the “Program”) is to enhance economic opportunities in the City of Montebello (“City”). The Program will provide financial assistance in the form of a grant to commercial property and/or business owners to make facade improvements to commercial buildings located within the City that benefit low to moderate income service areas, within the boundaries of the City.

The goals and objectives of the Program are as follows:

- Facilitate commercial revitalization and enhance the character in the targeted area
- Preserve and beautify the Low to Moderate Income (LMI) Areas in the City
- Create a pleasant walkable environment through improvements to the visual aesthetics of commercial building facades.

The underlying objective of the Program is to assist in restoring, substantially beautifying, and/or enhancing the entire façade of a commercial building.

B. Source of Funds

Funding for the Program will derive from the Community Development Block Grant (CDBG). The funding allocation for this Program is based on annual allocations provided by the U.S. Department of Housing and Urban Development (“HUD”). The Program is intended to support and provide opportunities to eligible property owners for improvements to the appearance of existing commercial buildings with grant funding with a maximum of up to **\$25,000 per establishment**.

The Program will only fund projects that significantly improve the visual appearance of the whole façade of the property from the street. Design and permit fees associated with the construction are also eligible projects costs.

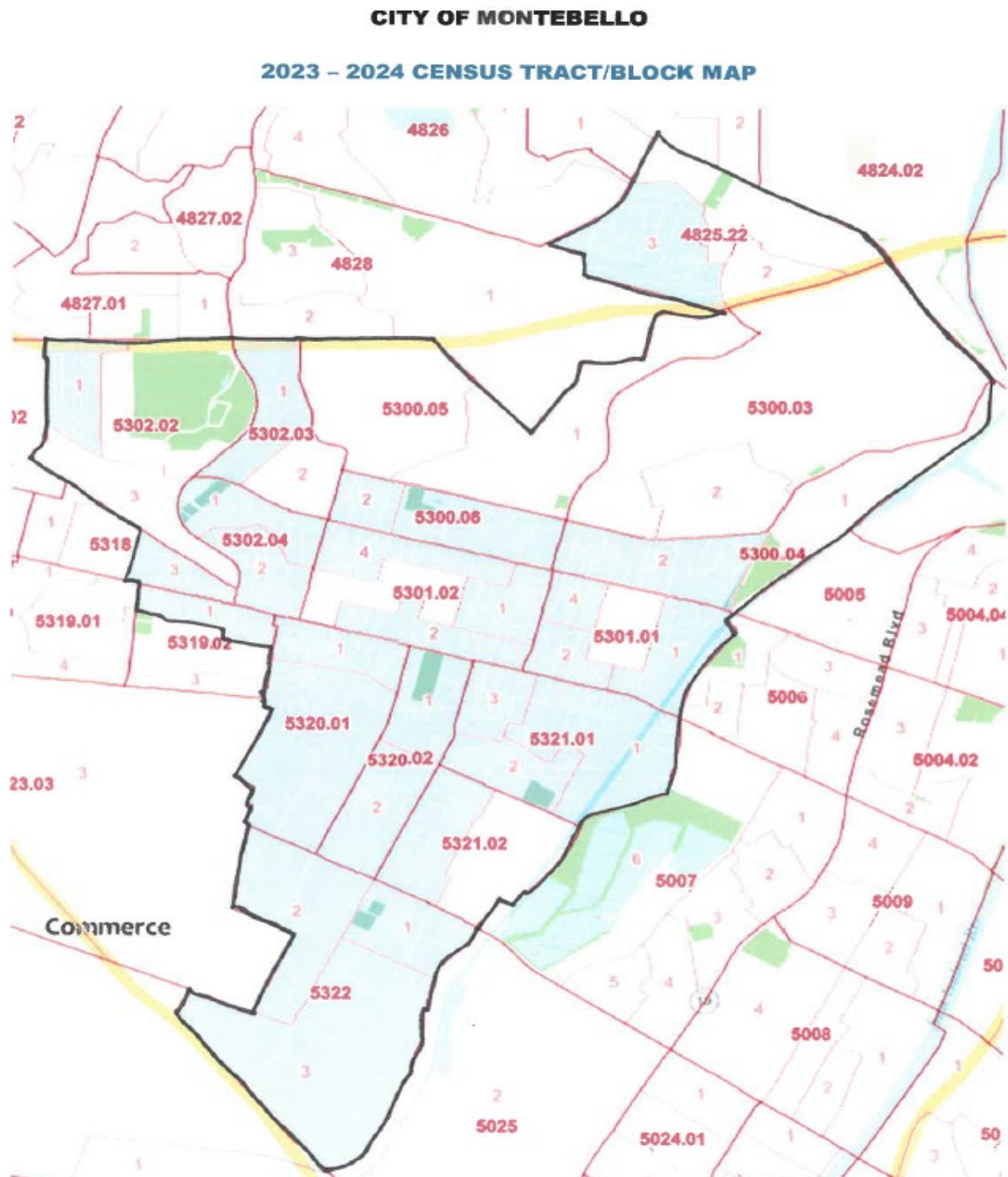
C. Grant Matching Assistance

Funding assistance shall be available to eligible commercial property and/or business owners who meet the requirements for section I and II. The maximum grant award that will be awarded will vary based upon needed improvements. ***The applicant will be required to contribute 5% of the grant amount of personal funds towards the approved improvements to the building.***

Grant funds may be used to pay for improvements of rehab work for the facade of a business. If the applicant withdraws his/her application for assistance or fails to implement the rehabilitation within 180 days after funds are used for payment of rehab services, the applicant shall be required to reimburse the City for all funds paid.

D. Program Requirements

Commercial businesses located in an eligible census tract/blocks are permitted to apply for available funding of the Program.



* City of Montebello. Commercial Façade Program Boundary. Blue shaded areas identify eligible census tracts and blocks within the City boundaries.

SECTION II – APPLICANT ELIGIBILITY REQUIREMENTS

A. Property Ownership

The applicant(s) must be either the current property owner(s) or the current business owner(s) (i.e. existing tenant) to be rehabilitated in order to be eligible for Program assistance. Business owner must obtain consent from current property owner. Individuals, partnerships, corporations, and other legal entities may apply for assistance. The existing grant deed must list all current owners of the property. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on title to give written consent to all work proposed to be performed on the property prior to initiating such work.

If both the property owner and business owner (tenant) apply for participation in the Commercial Façade Improvement Program, the owner of the property will have priority over the business owner.

B. Program Limitations

If a building is occupied by one tenant occupant, the maximum number of applications is one per commercial façade.

C. Program Exclusions

The following businesses are not eligible to receive Program assistance: residential, residential rental buildings (apartments), unless connected to a mixed-use building, home-based businesses, structures not facing the public right-of-way, banks, churches and other religious institutions.

D. Capacity

Property owners or current business owners must be of legal age and must have the capacity to enter into legal binding contracts.

E. Conflicts of Interest

No member of the City Council and any employee, official, or consultant who exercises any policy decision-making function about the program is eligible for program assistance.

SECTION III – PROPERTY ELIGIBILITY REQUIREMENTS

A. Eligible Commercial Properties

To be eligible for the Program assistance, the property to be rehabilitated must be located within the City of Montebello, be located in a designated Low to Moderate Income level area, and meet the following requirements:

- Commercial building must be dilapidated or blighted
- Business must be located within a low to moderate census tract/block
- Business must serve low to moderate income clientele
- Storefront must be visible from the street

B. Minimum Property Rehabilitation Standards

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes. The City's Municipal Code can be viewed on the City's web site at: <http://www.cityofmontebello.com>

C. Eligible Property Improvements

The City has determined that the program assistance may only be used for exterior rehabilitation items.

Such exterior improvements may include, but are not limited to:

- Exterior façade treatments (stucco, brick veneer, paint removal, etc.)
- Awning, canopy, or other shade solution install
- Exterior painting of buildings visible from public right-of-way
- Facade/brick cleaning
- Signage repair or replacement
- Exterior doors
- Window replacement
- Exterior lighting
- Landscaping related to exterior features
- Permanent exterior signage

The following improvements are ineligible under this program:

- Any improvements not visible from the public right-of-way or publicly owned space
- Parking Lot resurfacing, paving or landscaping improvements
- Nonvisible mechanical equipment screening
- Interior improvements/remodeling
- Temporary, portable, or non-permanent improvements
- New construction
- Business operations-related costs
- Property acquisition, debt refinancing, expansion of building area, or conversion of building use
- Normal maintenance and repair
- HVAC repair/improvements
- Plumbing repairs/improvements

E. Design Restrictions

Only improvements made to the street-facing portion of the building are eligible. Improvements are not eligible if they are simply maintenance of the current façade.

Program assistance can also be used for Building and Health Code violations, seismic upgrades, and American with Disabilities Act (ADA) compliance requirements as identified by the City. Additionally, to

participate in the Commercial Facade Improvement Program, all signage on the property to be rehabilitated must be brought up to conformance and maintained in conformance with the Sign Ordinance of the City.

SECTION IV - PROGRAM PROCEDURES

A. Applicant Intake and Eligibility

1. Application and Required Documents

Applications are available at the Montebello City Hall or online at www.cityofmontebello.com. Each application must be completed in its entirety, signed, and submitted with all required documents as listed in the application, including a grant deed, signed proof of ownership or lease agreement. Applications will be reviewed in the order in which they were received. The city will maintain a waiting list for all prospective participants. Incomplete applications will not be processed.

2. Review of application

All complete applications will be date stamped when received and processed in that order. Applications will be subject to review by the Director of Planning & Community Development and the Housing Manager. Application may be subject to additional review when applicable. The City Staff will evaluate the applications based on the program's scoring criteria. Incomplete applications will not be processed until all requested information is submitted.

A notification letter will be sent to applicants concerning the approval or denial of the Application. Eligible applicants will be contacted to enter into an agreement with the City and schedule a property inspection.

3. Matching Funds

The applicant will be required to submit a certified check payable to the City of Montebello to cover his/her contribution. The check will be deposited in an account for the project.

B. Property Inspection

1. Initial Inspection:

A site visit will be arranged between the Planning & Community Development Department and the property owner and/or business owner to undertake an inspection of the building and to develop specifications for the Program. Staff will inspect the property to ensure that the building meets code requirements for the exterior of the building.

2. Follow-Up Inspection:

If City Staff finds code violations during the initial inspection, the property owner and/or applicant will be required to correct those violations before continuing in the Program process. A follow-up inspection will be arranged between City Staff and the property owner and/or business owner to ensure the property is up to code.

C. Contractor Selection

1. Procurement:

The City shall maintain a list of qualified contractors who have expressed interest in bidding on rehabilitation work and have been cleared by the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR part 5. The City will coordinate with the property owner or business owner to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The property owner(s) or business owners shall be responsible for obtaining estimates for improvements. Estimates shall be submitted to the City in the prescribed form.

2. Selection

The applicant will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. As required by HUD, the award of the contract will be awarded to the lowest responsive and responsible bidder. In case where the applicant desires to award the construction contract to an approved contractor other than the lowest responsible bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder. The applicant shall be responsible for any difference in the cost of construction.

3. Minimum limits of Insurance for Contractor

The Contractor shall, at its own expense, procure and maintain during the term of the contract each of the following:

General Liability

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability

\$1,000,000 per accident for bodily injury and property damage.

Each policy of insurance shall:

- Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by the City.

- Name and list as additional insured the City, its officers and employees.
- Specify that such insurance acts as primary insurance.
- Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of Montebello such cancellation or material change."

4. Labor Compliance- Davis Bacon Requirements

In accordance with CDBG Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of all commercial buildings and structures. All participating contractors must follow the requirements below:

- The Contractor must comply with the prevailing wage rates as determined by the State of California. Pursuant to the provisions of Section 1–3 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this contract. These rates are available upon request. Contractor shall post a copy of such wage rates at the job site, and shall pay the adopted prevailing wage rates. The provisions of Section 1810 to 1815 of the Labor Code will be compiled with.
- All mechanics and laborers employed or working upon the site of the work in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations under Copeland Act 29 CFR Part 3), the full amount due at time of payment computed as wage rates not less than those contained in the above determination, regarding of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For the purpose of this clause, contributions made, or cost reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subjected to the provisions of 29 CFR 5.5. (a) (1) (iv). Also, for the purpose of this clause, regular contributions made, or cost incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- The Contractor shall not require nor permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic compensation at a rate not less than one and one-half (1 ½) times basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such week, as the case may be.

- The Contractor shall submit weekly a copy of all certified payroll to the City. The copy shall be accompanied by a statement signed by the employer and his agent indicating that the payroll is corrected and completed, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relationship and that the classification set forth for each laborer or merchant conforms with the work he performed. The prime contractor shall be responsible for the submission of copies of the payroll of all subcontractors. The Contractor will make the records required under labor standards clauses of the Contractor available for inspection by authorized representatives of the City and Department of Labor and will permit such representative to review employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certificate payroll submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program. Payroll and basic records relationship thereto will be maintained by the Contractor while the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the project.
- The Contractor shall insert in any subcontracts the required of this section and clause required any subcontractor to include these requirements in any lower tier subcontracts into which they may in turn be made.

5. Contractor Insurance/ License File

The City shall maintain a file for each contractor performing work pursuant to the terms and conditions of this program. The file shall include the following information:

- Copies of the contractor's current liability and workers compensation insurance policies;
- Copies of the contractor's current California Contractor's License;
- All required Davis-Bacon information and certifications; and
- Copy of contractor's City Business License.

Any contractor with an expired General Liability and/or Workers Compensation insurance or a valid state contractor's license shall be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors shall be required to obtain a City Business License prior to the issuance of a building permit.

6. Ineligible Contractors:

- In accordance with CDBG guidelines, the City and the applicant(s) shall agree not to award any contract for rehabilitation work, to be paid for in whole or in part with proceeds from the Program, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or who is on the federal Housing and Urban Development's (HUD's) Debarred Contractor list.

- All owner/builders, or any member of the applicant's family or extended family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

D. Award of Grant

1. Notification:

The City shall notify the selected contractor of the award of the grant award and shall establish date, time and place for the pre-construction conference. The pre-construction conference will include City Staff, property/business owner(s) and contractor.

2. Agreement:

The contract, for the approved rehabilitation work shall be prepared by the City and shall be entered into between the property owner and the selected contractor.

3. Private Arrangements:

The City cautions the property/business owner and the contractor not to enter "side deals" for additional work or deviations from the approved scope of work.

4. Pre-Construction Meeting:

Prior to construction, the City will arrange a pre-construction meeting which shall be attended by the contractor, the property/business owner(s), and representative City staff. The purpose of this meeting is to explain all applicable HUD requirement, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

5. Start of Construction:

No work shall commence until the Environmental Review Record has been completed.

No work shall commence until a "Notice to Proceed" has been issued to the contractor, signed by the property/business owner(s) and the City.

In addition, no work shall commence until all required permits have been issued by the City's Building and Safety Division.

- The contractor shall contact the Planning & Community Development Department to obtain all requirements for plan submittal to obtain building permits for the City's Building and Safety Division. Plans will be reviewed by the City's Building and Safety and Planning divisions. The contact information for the Development Services Department is as follows:

Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 92870
Phone: (323)887-1200 Ext 1454
Hours: Monday – Thursday, 8:00 a.m. – 5:30 p.m.

E. Contractor Payments:

1. Inspections

To ensure the integrity of the authorized work, the Housing Manager and or designated staff shall conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. Only one (1) progress payment and the final payment will be processed. The Housing staff shall make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction.

2. Payment Request Packages

The Contractor shall submit a progress payment request package to the City in the prescribed format:

- All requests shall be signed by the contractor, property/business owner(s), and the Housing Manager, certifying that the work has been satisfactorily completed.
- All pertinent invoices, releases, certifications, list of subcontractors and material men, and copies of applicable permits shall be attached to the payment request.
- Final payment request shall also include the property owner's certification of acceptance, Building and Safety Department sign-off, and a Notice of Completion.
- Only one (1) progress payment request package shall be submitted to the City for approval. Progress payments will be paid for 90% of the job costs.
- The final payment for the 10% retention shall be paid 30 days after the Notice of Completion has been recorded.

F. Applicant Complaint Resolution Process

Complaints concerning the Program should first be made to the Program Administrator (Housing Manager). If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the Assistant Director of Community Development Department, 1600 W. Beverly Blvd. Montebello, CA 90640.

The City will contact the property owner and attempt to resolve the problem. A written response will be made within ten (10) working days. If the problem cannot be resolved, it will be presented to the Director of the Community Development Department for review and consideration. The decision of the Director shall be final.

G. Applicant Responsibilities:

1. Property Maintenance

The property/business owner(s) is/are responsible for property maintenance during the rehabilitation work (contractor is responsible for keeping the property clean of all construction material). The property/business owner(s) is/are responsible for insuring that the rehabilitation work is not impeded because of their actions or the actions of their tenant(s). The City shall encourage the contractor and his/her employees to provide adequate pedestrian and property protection at the construction site.

2. Property Tax Bills

Current property tax bills for the subject property must be current. The property owner(s) is/are responsible for insuring that the property taxes are current. The City will verify that the property taxes for the property are current. If the property's tax statement indicates a delinquency, at the time of the Program application, the City shall not proceed with grant processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.

3. Notice of Completion

The property/business owner(s) is/are responsible for scheduling a final job completed inspection with the City's Building and Safety Division. The city will verify that the project received a passing final inspection. After all requirements have been met, the City will issue a Notice of Completion to the property/business owner(s).

SECTION VI: ADDITIONAL REQUIREMENTS

A. City of Montebello Business License

Applicants must have a current City of Montebello Business License to be eligible to apply for funding.

B. Fire and Flood Insurance Requirements

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed rehabilitation improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance.

C. Substitution of Contractor

In the event that the selected contractor shall fail or refuse to complete the work, in a professional and workman like manner, as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the applicant may terminate the Rehabilitation Construction Contract, upon providing a written notice to the City and Contractor. The City shall assist the applicant in completing the necessary termination document(s) as needed. No further rehabilitation is to commence until an agreement releasing the original contractor from his/her contractual obligations is on file with the City, and a new contract is signed between the substitute contractor and the property owner(s).

D. Non-commencement by Original Contractor

The applicant shall notify the City in writing that the original selected contractor has failed to perform the rehabilitation work and the reason(s) why a substitute contractor has been requested. The applicant(s) shall obtain additional bids from contractors willing to perform the rehabilitation work. A new Rehabilitation Construction Contract, notice to proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed. The City shall inspect the job site and compile a

list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor. A meeting shall be held between the City, the applicant(s) and the original contractor to establish an amount and method of payment for any work which has been completed in accordance with the agreement. Funds withheld from the original contractor shall be identified. Lien releases and invoices from the original contractor and subcontractor(s) shall be provided. The City shall prepare a revised work write-up, based upon the inspection findings, which shall contain only those items necessary to complete the job. The applicant(s) shall obtain bids from contractors willing to perform such work, and to the extent possible, ensure that the new contract does not exceed available grant funding. A new Rehabilitation Agreement and Notice to Proceed shall be prepared by the City and appropriately signed.

E. Maintenance Requirements

By accepting grant funds, the applicant (s)' commits to properly maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti for a minimum of twenty (20) years at the property/business owner(s)'s expense. Any damage to the facade is to be repaired immediately by the applicant so that the building remains in good condition and positively contributes to the business area. On an ongoing basis, the applicant is required to touch-up painted areas and perform any other repairs needed to maintain building appearance including the annual cleaning of awnings (if applicable) at the property/business owner(s)'s expense.

SECTION VII – AMENDMENTS

Amendments to these guidelines may be made from time to time by the city. Vested authority shall be granted to the Director of Planning and Community Development Department or his/her designee to grant a minor waiver or make minor amendments to these guidelines, except for Federal regulations.



ITEM # 7

**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

SUBJECT: FISCAL YEAR 2024-25 CITY COUNCIL BUDGET PRIORITY SETTING

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Provide feedback to Staff regarding budget priorities for Fiscal Year 2024-25 guided by the strategic principles outlined in the agenda report below; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no direct fiscal impact associated with this City Council budget priority discussion. The intent is for Staff to gather input from each City Councilmember regarding budget priorities for Fiscal Year 2024-25 as well as future fiscal years. The priorities will be considered and -- pending available funding as well as the ability to complete a given priority -- there may be near-term (FY 2024-25) as well as longer term fiscal impacts. Staff will return at future City Council meetings in May and June with formal budget presentations that will include updates on the priorities discussed at the February 28, 2024 City Council meeting, as well as feedback received through the community budget forums and survey.

BACKGROUND/DISCUSSION:

The City Council and Staff have implemented new opportunities for community and City Council feedback to be incorporated into the annual budget development process. Two community budget forums were held (February 15 and 21, 2024) and a budget survey is currently live and available through the City's social media. These efforts build upon last year's community budget survey, and are aimed at soliciting community input on budget priorities. A separate summary of the community budget forum feedback has been

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

Page 2 of 3

presented to the City Council for review and consideration. This separate summary has been intended to assist City Councilmembers with the budget priority setting at the February 28th meeting. (NOTE: results from the ongoing budget survey will be presented after the survey closes in early March.)

Building upon these new and expanded budget development processes, is an opportunity for City Council to provide input and feedback on their individual budget priorities. This feedback can be focused both near and long-term – providing Staff an opportunity to build the Fiscal Year 2024-25 budget with City Council priorities in mind, as well as look strategically in the long-term when planning future budgets. Furthermore, this is an opportunity to engage all departments in helping determine the feasibility of budget priorities and the financial and operational ability to accomplish them.

To that end, this agenda item is aimed at creating a “listening session” for each individual City Council member to relay their priorities for the budget. To facilitate and focus this discussion, Staff is suggesting the following three broad strategic categories for collecting feedback from each Councilmember:

- Improve, Update and Beautify City-owned infrastructure (e.g., roads, parks, City facilities, trees and landscaping, vehicles, etc.)
- Diversify and expand programming and services surrounding recreational opportunities, sustainability efforts, unhoused outreach/assistance, and other community services programming areas
- Expand the City’s sales tax and property tax producing base (i.e., expand Economic Development efforts)

Moreover, it is understood that all requests will be subject to available funding – whether General Fund, grants, Transit, Local Return Funds (Metro) or other sources -- as well as organizational capacity to implement. It should be noted that the ability to accomplish certain budget priorities may also be impacted by existing Federal or State statutes, rules, guidelines or requirements. In addition, some requests may -- depending on available funding, staff capacity or government regulations – have a longer planning period than the immediate fiscal year (2024-25). Therefore, Staff will be noting priorities which may be longer-term, with the need for additional planning that could span several fiscal years.

Therefore, Staff is requesting City Council feedback on each member’s budget priorities, guided by the three broad categories listed above as well as the resident feedback garnered during the February 15 and 21 community budget forums.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will provide feedback to Staff on near and long term budget priorities, guided by the three following categories:

- Improve, Update and Beautify City-owned infrastructure (e.g., roads, parks, City facilities, trees and landscaping, vehicles, etc.)
- Diversify and expand programming and services surrounding recreational opportunities, sustainability efforts, unhoused outreach/assistance, and other community services programming areas
- Expand the City's sales tax and property tax producing base (i.e., expand Economic Development efforts)

Staff will review and analyze the priorities and provide a summary through a follow up memorandum, complementing the summary of resident feedback from the community budget forums held on February 15 and 21 previously provided to the City Council. Future budget presentations in May and June will provide additional updates on funding available in the FY 2024-25 budget – which will dictate the ability to incorporate the priorities in the adopted budget. In addition, those items requiring a longer lead time to accomplish will also be identified and Staff will provide appropriate updates and follow-up. Finally, results from the ongoing budget survey will be presented after the survey period closes in early March. The budget calendar for FY 2024-25 has been attached for reference (Attachment A) to assist with visualizing upcoming budget development milestones.

ATTACHMENT(S)

1. ATTACHMENT A - FY 2024_25 Budget Calendar

NEXT STEPS:

N/A

Budget Calendar FY 2024-25

Updated 02/20/2024

DATE	ACTION	DEPARTMENT	NOTES
02/14/2024	2nd Quarter/Mid-year FY 2023-24 budget update presented to City Council	CM / Finance	
02/15/2024	Community Budget Forum #1 (Senior Center)		
02/20/2024	Update General Fund revenue and expenditures forecasts for FY 2023-24	Finance	
02/21/2024	Community Budget Forum #2 (Reggie Rodriguez Park)		
02/28/2024	City Council Budget Priority/Input Session	CM / Finance	
03/04/2024	Budget kick-off email and Budget Calendar sent to Department Directors and Budget Liaisons	Finance	
03/04/2024 (week of)	Budget kick-off meeting with Department Directors and Budget Liaisons	Finance	
03/07/2024	Send Maintenance and Operations (M&O) budget request/justification templates to Departments	Finance	
03/14/2024	Send Department narratives and performance measures to Departments	Finance	
03/25/2024	Reivew of Capital Improvement Program budgets and projects	CM / Finance / Public Works	
03/21/2024	Supplemental Request Template Forms (M&O and Staffing) sent to Departments	Departments	
03/28/2024	M&O budget request/justification templates (initial requests) DUE to Finance	Departments	DEPARTMENT DEADLINE
04/01/2024	Department narratives and peformance measures <u>DUE</u> to Finance	Departments	DEPARTMENT DEADLINE
04/08/2024	Supplemental Requests (M&O and Staffing) <u>DUE</u> to Finance	Departments	DEPARTMENT DEADLINE
04/10/2024	Budget Introduction/Overview (City Council Presentation)	City Council / CM / Finance / Departments	
04/15 - 04/18/2024	Department meetings with City Manager and Finance (IF NEEDED)	CM / Finance / Departments	
05/06/2024	Draft #1 of FY 2024-25 budget prepared	Finance	
05/08/2024	Draft Budget Presentation to City Council	City Council / CM / Finance / Departments	
05/22/2024	Final draft of FY 2024-25 budget Presentation to City Council	Finance	
06/12/2024	Budget adoption	City Council	



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: **AWARD PROFESSIONAL SERVICES AGREEMENT, NO. 4180 TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES REQUEST FOR PROPOSAL NO. 24-7**

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4180 to Kimley-Horn and Associates, Inc. for the Bus Stop Improvement Project (BSIP) Consulting Services for RFP No. 24-7; and
2. Authorize the City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with Kimley-Horn and Associates, Inc.; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On January 29, 2024, after further discussion with Montebello Bus Lines' (MBL) staff, Kimley-Horn and Associates, Inc. (Kimley-Horn) submitted their best and final value contract pricing of One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$169,996) (Attachment A). The final project cost was determined following a Best and Final Offer (BAFO) meeting where negotiations took place to refine the terms and services outlined in the proposal. During these discussions, the vendor successfully amended their initial proposal, resulting in a reduction in the overall project cost. The project will be funded utilizing Transit operating funds (Account No. 600-90-910-6040.10, Transit Fund, Operations, Contract Services – Outside Contracts). The Fiscal Year 2023-24 budget in this account has sufficient funding for this agreement, therefore no

budget amendment is needed.

BACKGROUND/DISCUSSION:

The City of Montebello published RFP No. 24-7 (Attachment B), on October 26, 2023. RFP No. 24-7 was developed to solicit qualified services from vendors who could provide an in-depth analysis of the entire MBL bus stop infrastructure. This entails conducting a comprehensive survey and inventory of all bus stops, both within and beyond the City's jurisdiction. Furthermore, RFP No. 24-7 was designed to solicit design and amenity recommendations for possible bus stop improvements, including the costs associated with any improvements.

RFP No. 24-7 was published using PlanetBids.com, Transittalent.com, and The Wave publication. Prospective bidders were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com.

All proposals were due Thursday, December 21, 2023. MBL received two (2) proposals in total. One from Kimley-Horn and the other from Precision Material Management (PMM). However, it was determined that PMM did not submit a proposal that addressed each task outlined in RFP No. 24-7 and was subsequently disqualified from the evaluation process. On January 9, 2024, an Evaluation Committee assessed the proposal from Kimley-Horn to evaluate its alignment with RFP No. 24-7 goals. While the proposal met the RFP No. 24-7 objectives, the Evaluation Committee noted that the submitted price exceeded the project's expectations. This prompted further negotiations, resulting in a subsequent revised proposal submission from Kimley-Horn.

ENVIRONMENTAL:

N/A

ANALYSIS:

On January 9, 2024, an Evaluation Committee, composed of four raters from the Transportation and Public Works Departments, evaluated the Kimley-Horn Proposal (Attachment C). The Committee adhered to a set of evaluation criteria directly aligned with the project's scope of work to determine whether the proposal would meet MBL's work product standards.

The evaluation criteria for the proposal assessment were both qualitative and quantitative in nature with the assigned percentage values listed below:

<u>Qualitative & Price Considerations</u>		
1	Project Management Plan	20%
2	Proposed Project Team	10%
3	Qualifications and Experience	10%
4	Technical Approach	35%
5	Best Value to the City	25%

Based on these criteria, the Evaluation Committee produced the following score:

Contractor	Original Proposed Cost	Panel Score
Kimley-Horn	\$180,731	88.13%

Kimley-Horn's proposal was scored based on a holistic review of various qualitative attributes, including the efficacy of their project management plan, the competency of the proposed personnel, and their overall qualifications and experience.

Kimley-Horn provided a proposal which addressed the needs of MBL, while complying with and delivering on all the requirements outlined in RFP No. 24-7. Kimley-Horn will provide a comprehensive inventory of all bus stops, design and amenity recommendations, a bus stop assessment, and develop an outline of the future construction RFP that will follow this project within an 11-month period. Further, Kimley-Horn is a nationally recognized planning, surveying, and design consulting firm with a history of completing BSIP's across the nation.

In addition to the Evaluation Committee and firm research, staff conducted a market price analysis to ensure the proposed purchase price provided the best value to the City. Kimley-Horn's proposal and cost sheet were compared with a previous MBL project of similar scope as well as comparable projects from other transit agencies. The data used in the analysis is illustrated in the tables below:

MBL's Previous BSIP			
AP Construction – BSIP (2017)	Survey	▪ Survey 163 Bus Stop locations. ▪ Provide site conditions assessment. ▪ Cost estimate	\$ 189,549
City of Montebello	(Task 1)		

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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Comparable BSIP/Similar Projects			
Precision Material Management – Bus Stop Assessment (2023) City of Norwalk	Bus Shelter Inventory (Task 1)	- Survey 541 Bus Stop locations - Provide site conditions assessment. - Provide costs estimate for improvement	\$39,898
Huitt-Zollars – BSIP (2021) City of Alhambra	Design Recommendations (Task 2)	Provided preliminary design specifications for bus stops	\$53,820
Nelson-Nygaard – COA (2021) City of Montebello	Amenity Recommendations/ Bus Stop Assessment (Task 3/4)	Bus Stop Analysis.	\$44,287
Kimley-Horn – Modernization Study (2021) DRPT	Plan/Design RFP (Task 5)	- Provide a study report of analysis. - Provide blueprint for future investment.	\$23,250
Total Cost of BSIP/Similar Projects			\$161,255

Kimley-Horn BAFO Cost Sheet			
Kimley-Horn	Task 1-5	- Comprehensive survey of approximately 1,000 bus stops. - Design Recommendations - Conditions Assessment - RFP Design	\$169,996

AP Construction provided MBL with a bus stop survey (Task 1 only) in 2017 at a cost of \$189,549. Kimley-Horn will provide a similar service with design and amenity recommendations, condition assessments, and provide an updated comprehensive report with an outline to create a construction RFP (Tasks 1-5) for a total cost of \$169,996. All tasks outlined in RFP No. 24-7 were compared to similar work projects shown in the chart above and found to be comparable to estimated pricing. The original proposal's cost was addressed during BAFO negotiations after the market cost analysis was conducted. Staff's findings were presented to Kimley-Horn, and the vendor subsequently returned a revised cost proposal which addressed the concerns that staff presented, ultimately saving the City \$10,735. Considering these evaluations and analyses, it is recommended that the City Council award Professional Services Agreement No. 4180 to Kimley-Horn.

SUMMARY:

Staff recommends that the City Council award Agreement No. 4180, attached hereto in substantial form (Attachment D), to Kimley-Horn and Associates, Inc., for the Bus Stop Improvement Project (BSIP) Consulting Services, in response to Request for Proposal No. 24-7 in an amount not-to-exceed One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$169,996); authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the City and make any amendments thereto; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - BAFO Price Sheet
2. Attachment B - Request for Proposal (RFP) No. 24-7
3. Attachment C - Kimley-Horn Proposal
4. Attachment D - Draft Agreement

NEXT STEPS:

N/A



February 1, 2024

Matthew Lightner
Montebello Bus Lines, City of Montebello
400 S. Taylor Ave.
Montebello, CA 90640

RE: City of Montebello BSIP Proposal Fee Adjustment

Dear Mr. Lightner,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this cover letter to communicate fee changes to our Cost Proposal Sheet (Exhibit D) for the City of Montebello (the "City") Bus Stop Improvement Project (BSIP) project. After discussions with the City on January 29, 2024, we have adjusted our cost proposal, reducing the total price from \$180,731 to \$169,996. The breakdown of the prior cost proposal and the adjusted cost proposal by task is presented below, and an updated Exhibit D is attached.

Prior Cost Proposal

TASK 1: Bus Shelter Inventory	\$ 94,195
TASK 2: Design Recommendations	\$ 26,773
TASK 3: Amenity Recommendations	\$ 12,310
TASK 4: Bus Stop Assessment for Bus Stop Improvement Project	\$ 15,609
TASK 5: Plan and Design of Development Phase/RFP Creation	\$ 31,843
TOTAL FIRM-FIXED PRICE	\$ 180,731

Adjusted Cost Proposal

TASK 1: Bus Shelter Inventory	\$ 83,996
TASK 2: Design Recommendations	\$ 26,608
TASK 3: Amenity Recommendations	\$ 12,234
TASK 4: Bus Stop Assessment for Bus Stop Improvement Project	\$ 15,512
TASK 5: Plan and Design of Development Phase/RFP Creation	\$ 31,646
TOTAL FIRM-FIXED PRICE	\$ 169,996

The primary refinement to our cost proposal was reducing the amount for Task 1 (Bus Shelter Inventory). Although the majority of the cost reduction was attained from Task 1, the costs were also reduced for Project Management (Task 0 as presented in the Work Plan of our proposal). Since the Project Management costs are allocated across Tasks 1 – 5 in our Cost Proposal, the costs for all five tasks were adjusted slightly downward.

We appreciate the opportunity to support the City on the BSIP project and look forward to collaborating closely with your team to successfully deliver the project. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



John Jackson
Project Manager



Gregory S Kyle, AICP
Senior Vice President

Attachment: Exhibit D – Cost Proposal Sheet

EXHIBIT D**RFP No. 24-7****BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department), the undersigned proposing company ("Consultant/Proposer") hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

TASK 1: Bus Shelter Inventory	\$ 83,996
TASK 2: Design Recommendations	\$ 26,608
TASK 3: Amenity Recommendations	\$ 12,234
TASK 4: Bus Stop Assessment for Bus Stop Improvement Project	\$ 15,512
TASK 5: Plan and Design of Development Phase/RFP Creation	\$ 31,646
TOTAL FIRM-FIXED PRICE	\$ 169,996

List other costs/fees:**Description**

Contact Information:

Name & Job Title:	Gregory S. Kyle, AICP - Senior Vice President
Business Name:	Kimley-Horn and Associates, Inc.
Address:	660 South Figueroa Street, Suite 2050
City, State, Zip Code:	Los Angeles, CA 90017
Phone Number:	213.261.4109
E-mail Address:	greg.kyle@kimley-horn.com
Authorized Signature:	 Date: 01/31/24

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 24-7



Bus Stop Improvement Project (BSIP) Consulting Services

October 26th, 2023

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Letter of Transmittal

Exhibit A - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E - Disadvantaged Business Enterprise Participation

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

Exhibit F – Federal Requirements

INTRODUCTION

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

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves approximately 2.6 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

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

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

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

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

DATE: October 26th, 2023

ATTENTION: PROSPECTIVE PROPOSERS

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

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

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

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

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

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Matt Lightner
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1344
E-mail: mlightner@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, December 21st, 2023, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, MBL also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Adrianna Kendricks
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	October 26 th , 2023
Pre-Proposal Meeting	Tuesday	November 14 th , 2023, at 10:00 AM PST
Deadline to Submit Questions	Tuesday	November 28 th , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	December 7 th , 2023
Deadline to Submit Proposals	Thursday	December 21 st , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of January 4 th , 2024	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 33	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Federal Requirements	Exhibit G	
	OPTIONAL ITEMS		
11	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civildive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, December 21st, 2023.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposers submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

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

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the Proposal in response to this request

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

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

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work

according to the provisions. It is the aim of these specifications that the consultant provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the consultant in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

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

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and the award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide

that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of BSIP Consulting Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing consulting services for BSIP of the same or similar magnitude. Presentation of a catalog of BSIP experience and expertise most advantageous to the City.	10 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	35 points
TOTAL		75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
TOTAL		25 points

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

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

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

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
- F. The firm possesses a professional staff with (5) years of knowledge and expertise to complete the BISP project.
- G. Financial capacity.

SECTION 4 – SCOPE OF WORK

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

PURPOSE

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

OBJECTIVES

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

General Deliverables

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

WORK PLAN

Task 1: Bus Shelter Inventory

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

- Review the Comprehensive Operations Analysis (COA) Final Report from April 2022 to determine current MBL lines and possible future changes.
- Perform on-site field analysis and take digital photos of each bus stop to determine the condition of the site.
- Inventory existing conditions to determine accessibility in accordance with applicable federal, state, and local laws.
- Inventory existing amenities including shelters, benches, trash receptacles, near-side and far-side locations, and any other recommend improvements or additions to existing amenities that are standard practice.
- Describe any potential risk and liabilities under federal, state, and local accessibility law (ADA).
- Provide Geographic Information System (GIS) mapping of each stop location.
 - o Provide access to ESRI ArcGIS Account.
- Make recommendations to improve accessibility as needed.
- Create numbering plan for the creation of stop identification numbers.

Deliverables:

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

Task 2: Design Recommendations.

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

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

Deliverables

- Provide a comprehensive overview of standard designs for the region.

- Provide analysis of recommendations to meet regional standards.
- Provide Design recommendations considering each element listed above and costs associated with possible improvements.

Task 3: Amenity Recommendations.

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

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

Deliverables

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

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

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

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

Deliverables

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

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

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

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

Deliverables

- Provide fully articulated construction RFP which includes all deliverables from previous tasks and MBL staff recommendations.
- Provide cost estimates for future consultation needs based on the three requested cost estimates in Task 4.
- Provide estimated project schedule for construction.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2023, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

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

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

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement.
- b. RFP No. 24-7, attached hereto as **Exhibit “A.”**
- c. CONSULTANT’S Proposal to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit “B”**.
- d. CONSULTANT’S “Best and Final Offer” to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

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

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

B. CONSULTANT shall be compensated a sum not-to-exceed \$.....(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2023 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

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

SECTION 4. PERFORMANCE.

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

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

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and

regulations, standard operating procedures, and the supervisory chain of command.

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

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

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

SECTION 5. WORK PRODUCT.

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

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

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

② **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

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

② **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the

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

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of

CONSULTANT's insurance and shall not contribute with it.

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

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

SECTION 22. NOTICE.

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub consultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONSULTANT

Arlene Salazar
Acting City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

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

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Bus Stop Improvement Project (BSIP) Consulting Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-7 **Bus Stop Improvement Project (BSIP) Consulting Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C**INSURANCE**

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 24-7****BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department), the undersigned proposing company ("Consultant/Proposer") hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

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

List other costs/fees:**Description**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G

FEDERAL REQUIREMENTS

1.1 Federal Funding, Incorporation of FTA Terms

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

1.2 Federal Changes

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

1.3 No Government Obligation to Third Parties

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

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

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

1.5 Inspection and Retention of Records

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

1.6 Suspension and Debarment

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

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

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

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

1.7 Termination

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

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

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

deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

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

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

1.8 Civil Rights Requirements

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

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

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

1.9 Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.10 Buy America

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

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- B. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- C. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

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

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

1.11 Remedies/Sanctions for Breach of Contract

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

1.12 Federal Prohibited Interest

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

1.13 Lobbying

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

to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

1.14 Clean Air Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Clean Water Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16 Cargo Preference

The CONTRACTOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the CONTRACTOR in the case of a Sub-contractor's bill-of-lading).
- C. To include these requirements in all sub-contracts issued pursuant to this Contract.

1.17 Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.18 State Labor Provisions/ Labor Compliance/ Contract Work Hours and Safety Standards Act

1. Prevailing Wage Rates: Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on AGENCY-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

CONTRACTOR agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the Contract. These rates are made a part of this Contract by reference. The CONTRACTOR shall comply with Section 177.5 of the Labor Code of State of California for all apprentice-able occupations.

2. Labor Compliance. It is the policy of AGENCY that all CONTRACTORS and Sub- contractors engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this Contract, AGENCY shall institute a labor compliance program to monitor compliance. The CONTRACTOR shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926. CONTRACTORS and Sub-contractors by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the CONTRACTOR to obtain and adhere to the latest edition of the statutes and regulations including, but not limited to, the following:

- A. Apprentices - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.

- B. Certified Payroll - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
- C. Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
- D. Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
- E. Employee Interviews - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law until compliance has been strictly effectuated. AGENCY may suspend or terminate a contract, or debar a CONTRACTOR from future contracts, for breach of the Labor Compliance Requirements.

4 Contract Work Hours and Safety Standards Act

- A. Overtime requirements - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- C. Withholding for unpaid wages and liquidated damages — AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as

may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

- D. Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1.19 Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.20 Safety and Health Regulation

The CONTRACTOR agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the CONTRACTOR agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The CONTRACTOR also agrees to include the requirements of this section in each subcontract.

1.21 Federal Energy Conservation Requirements

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

5.23 Access Requirements for Individuals with Disabilities

The Prime CONTRACTOR and all Sub-contractors on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C.A. § 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

1.24 Privacy Act

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

1.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

5.26 Drug-Free Workplace

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Certification of Drug-Free Workplace).

ATTACHMENT C

PREPARED FOR



MONTEBELLO

PROPOSAL FOR

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services

RFP NO. 24-7

Kimley»Horn

Expect More. Experience Better.



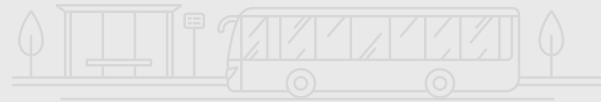


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Appendix	A-1
• Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution (Exhibit A) • References (Exhibit B) • Sample Certificate of Insurance (in response to Exhibit C) • Cost Proposal Sheet (Exhibit D) – <i>This form has been uploaded separately in the Cost Proposal section of the PlanetBids e-Procurement Portal</i> • Disadvantaged Business Enterprise Participation (Exhibit E) • Bidder's List of Subcontractors (Exhibit F)	

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Letter of Transmittal**

RFP No. 24-7

SECTION 6 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

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

BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES

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

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

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

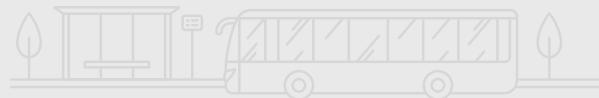
The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

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

Addenda No(s) 1

Dated 12/07/2023

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name Kimley-Horn and Associates, Inc.

Business Address

660 S. Figueroa St., Suite. 2050 Los Angeles, CA 90017

Contact Person Gregory S. Kyle, AICP

Email Address Greg.Kyle@kimley-horn.com

Phone 213.261.4040Fax N/A

Signature of Authorized Official

Typed or Printed Name

Gregory S. Kyle, AICP

Title

Senior Vice President

Date

12/21/2023

Signature of Authorized Official

Typed or Printed Name

Jean B. Fares, P.E.

Title

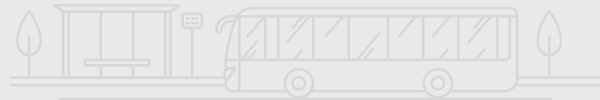
Senior Vice President

Date

12/21/2023

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



RFP No. 24-7

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

N/A _____

For Proposals requiring licenses the following information is required:

Contractor's License No. N/A _____

Expiration Date: _____

License Classification: _____

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Certificate of Secretary**

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 5, 2023

A handwritten signature in blue ink that reads "Richard N. Cook".

Richard N. Cook, Secretary

(corporate seal)



BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

Please see the following list of KH Principal Officers and Directors. This list has been updated as of May 1, 2023.

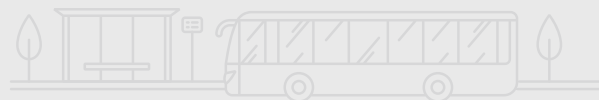
PRINCIPAL OFFICERS:

<u>Names/Titles</u>	<u>Business Address</u>
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Richard N. Cook, Senior Vice President, Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Tammy L. Flanagan, CFO, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
David L. McEntee, Vice President, Treasurer, Assistant Secretary	421 Fayetteville Street, Suite 600, Raleigh, NC 27601

DIRECTORS:

<u>Names/Titles</u>	<u>Business Address</u>
Barry L. Barber, Chairman	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Stephen W. Blakley, Jr., Senior Vice President	200 South Tryon Street, Suite 200, Charlotte, NC 28202
Scott W. Colvin, Senior Vice President	4582 South Ulster Street, Suite 1500, Denver, CO 80237
William E. Dvorak, Jr., Senior Vice President	111 West Jackson Boulevard, Suite 1320, Chicago, IL 60604
Tammy L. Flanagan, Senior Vice President	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Ashley M. Frysinger, Senior Vice President	11700 Katy Freeway, Suite 800, Houston, TX 77079
Brian A. Good, Senior Vice President	445 24 th Street, Vero Beach, FL 32960
Jennifer L. Harry, Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101
Joseph D. Kaltsas, Senior Vice President	401 B. Street, Suite 600, San Diego, CA 92101
Steven E. Lefton, CEO, President	11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Brent H. Mutti, Senior Vice President	1001 West Southern Avenue, Suite 131, Mesa, AZ 85210
Aaron W. Nathan, Senior Vice President	13455 Noel Road, Suite 700, Dallas, TX 75240
Kevin M. Schanen, Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 700 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.



NORTH CAROLINA

Department of the Secretary of State

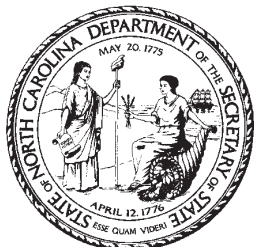
CERTIFICATE OF EXISTENCE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

KIMLEY-HORN AND ASSOCIATES, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 10th day of February, 1967, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



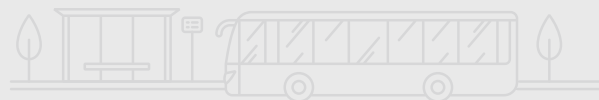
Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 5th day of October, 2023.

Elaine F. Marshall

Secretary of State

Certification# 117736498-1 Reference# 20467157- Page: 1 of 1
Verify this certificate online at <https://www.sosnc.gov/verification>

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	KIMLEY-HORN AND ASSOCIATES, INC.
Entity No.:	1616788
Registration Date:	06/09/1988
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	NORTH CAROLINA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

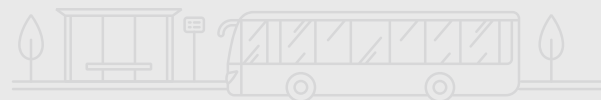


IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 13, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 073455426

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Proposal Submission Checklist**

RFP No. 24-7

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	GK
2	Letter of Transmittal	Page # 33	GK
3	Licensing, Permits, Certificates, and Taxes	Page # 11	GK
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	GK
5	References	Exhibit B	GK
6	Insurance	Exhibit C	GK
7	Cost Proposal Sheet	Exhibit D	GK
8	Disadvantaged Business Enterprise Participation	Exhibit E	GK
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	GK
10	Federal Requirements	Exhibit G	GK
	OPTIONAL ITEMS		
11	Requests for exceptions or deviations.	Page # 8	GK

Company Name:	Kimley-Horn and Associates, Inc.
Name of Proposer initialing document (print):	Gregory S. Kyle, AICP
The email address of Company Contact:	Greg.Kyle@kimley-horn.com
Signature:	
Title:	Senior Vice President
Date:	12/21/2023

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



1. Project Management Plan

Project Understanding

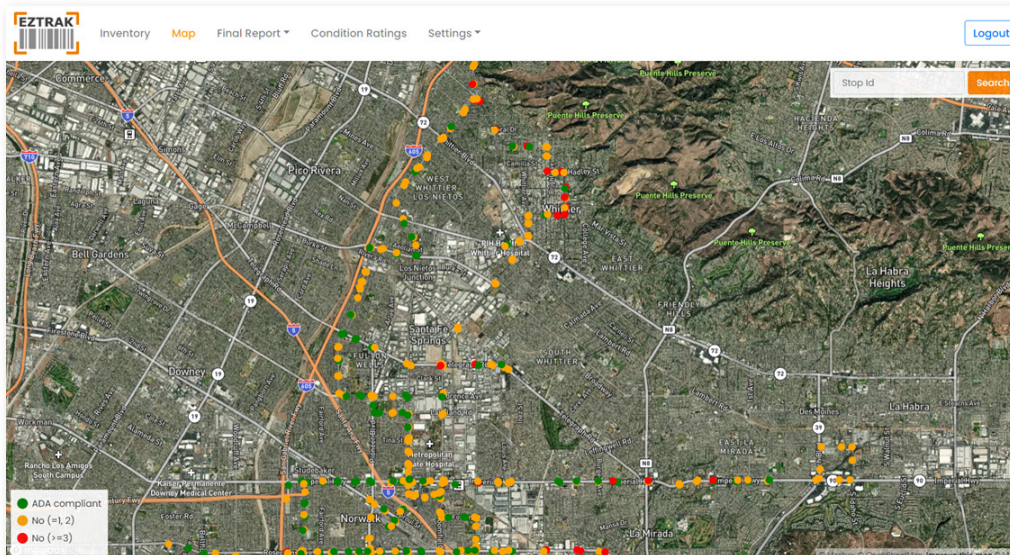
Montebello is part of a diverse collection of communities in the Gateway Cities region of Los Angeles County, with a population of just over 60,000 residents. The City also houses the third largest municipal transit agency in Los Angeles County in Montebello Bus Lines (MBL), which serves a multitude of communities outside of the City of Montebello. With nearly 3 million riders a year on its buses, the state of bus stop infrastructure plays an important part of the success of the bus system. **Kimley-Horn, along with our subconsultant Precision Materials Management (PMM), understands the critical role that bus stop infrastructure has on ridership, safety, accessibility, and public perception.** We also understand the importance of delivering an inventory and assessment that will provide viable solutions to improving bus stop infrastructure across the MBL system for the future.

The City of Montebello and MBL provide fixed-route transit on eight routes with a fleet of 66 buses and 950 total bus stops within and outside the jurisdiction of the city. The MBL FY23-25 Short Range Transit Plan considers bus stop improvements to be a priority when discussing future capital asset projects. Over time bus stop infrastructure can begin to develop wear and tear from the natural and built environment as well as human elements as passengers ride the bus. The goal of **“meeting and exceeding customer expectations by providing safe, clean, and reliable service”** also stated in the Short-Range Transit Plan directly applies to the improvement of bus stops to promote a quality experience for all before and after boarding MBL transit buses.

The primary objective of this project is to enhance the efficiency, safety, and overall quality of the existing bus stop infrastructure within the city. The project aims to identify, assess, and address key challenges faced by riders while utilizing MBL services through analysis of the existing conditions. The project team understands that by systematically evaluating each bus stop, the improvement of these stops through design and amenity recommendations will contribute to a more sustainable and user-friendly public transit system.

Goals

As MBL enters the project development stage, it will be critical to deliver a thorough data collection and inventory process to survey existing conditions at all bus stops. **Kimley-Horn has developed a focused and methodical process to identify the current conditions of bus stops within the system, giving the City and MBL the ability to prioritize locations with the greatest need for improvement.** Team member PMM will identify and document key physical conditions in and immediately surrounding all bus stops through digital photos from multiple perspectives. PMM will utilize its proprietary EZTRAK software to facilitate the data collection process and will make this dashboard available to the City for up to one year following the close of the project. **PMM’s previous experience providing bus stop inventory services has allowed them to streamline the process for collecting data.** Their EZTRAK software allows users to see data uploaded to their interface in real-time for a more hands-on experience for the client.



EZTRAK Customer Dashboard (Interactive Map)

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

These surveying efforts will pay particular attention to any visual indications of physical wear and tear, lack of ADA accessibility, most utilized bus stops and foot traffic, and regulation compliance at all levels of government. In conjunction with this, Title VI compliance in Task 3 of the scope of services is also an important requirement of this project. The Kimley-Horn team will fulfill this requirement through analysis by identifying data via Replica, CalEnviroScreen, and Justice40. Data from these sources will be used to determine "areas of needed improvement." Selection criteria of for these areas will consider but are not limited to the following:

- Transit ridership
- Modal split
- Racial demographics
- Transit dependency
- Household Income
- Language spoken

These determined locations for improvement will be cross-referenced with the locations of the specific bus stops needing improvements gathered from the inventory. This will allow the project team to classify the bus stops and create a prioritization list for improvements needed by location and condition. Kimley-Horn will also work with the City to aggregate survey information into an index, with priority given to key selected criteria through discussions with the City and MBL. PMM's previous experience with bus stop infrastructure projects in the region and Kimley-Horn's experience with creating detailed transit technical reports will put the full project team in a position to be successful accomplishing this goal.

Setting a standard for amenity and design recommendations is crucial to the implementation and construction of bus stop improvements. The Kimley-Horn team will rely on our technical analysis skills through combining data collected during inventory, understanding of the community's needs, design and amenity standards from other cities, available public data, and in-house data from MBL to produce viable recommendations. Our recommendations could include a range of potential improvements, such as:

- **Wayfinding and Legibility:** wayfinding signage, placemaking and branding opportunities
- **Safety and Comfort:** shade structures, improved lighting conditions including solar-powered signage, materials that promote visibility, emergency call capabilities, seating that is provided for a variety of users, and ADA compliance
- **Convenience and Communication:** real-time bus arrival information, accessibility for those who are hearing and sight impaired, trash receptacles, touch-screen information for wayfinding and important announcements, and bays for pick-up/drop-off of MBL passengers
- **First-Last Mile Improvements:** traffic calming devices such as continental crosswalks, refuge islands, curb ramps, bicycle storage facilities, bicycle fix-it stations, and other physical improvements to promote pedestrian and cyclist safety and convenience
- **Bus Operations:** off-board fare collection, elevated bus platforms for level-boarding, peak-hour dedicated bus lanes or fully dedicated arterial BRT lanes, traditional bus shelters, kiosks, or other stop improvements

The findings will be summarized as part of technical memos and report assessments clearly identify deficiencies in current infrastructure and propose recommendations for critical improvement projects that are cost-effective, beneficial for the community, and consistent with industry standards and specifications. These deliverables will be produced using Kimley-Horn's proven QC/QA framework to deliver a high quality project for MBL. Our approach to quality control is outlined in Section 4.

We understand that MBL, like other transit agencies, has limited funds for ongoing improvement projects and we recognize the need to be judicious with the funding needed for improvement projects that are ultimately recommended. To that end, our implementation plan will include rough-order-of-magnitude (ROM) cost estimates, a list of funding opportunities for prioritized projects, procurement methods for future contractors, a schedule, and responsibility matrix. The goal is to establish a clear understanding of cost vs. benefit and prioritize improvements that will help maximize the value of investments for MBL and its customers.



BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***2. Proposed Project Team****Team Introductions**

Kimley-Horn has put together a specialized and streamlined consultant team to support the City of Montebello for this project. Our team includes one subconsultant, Precision Material Management, to provide inventory management software and related services. Company overviews are provided below.

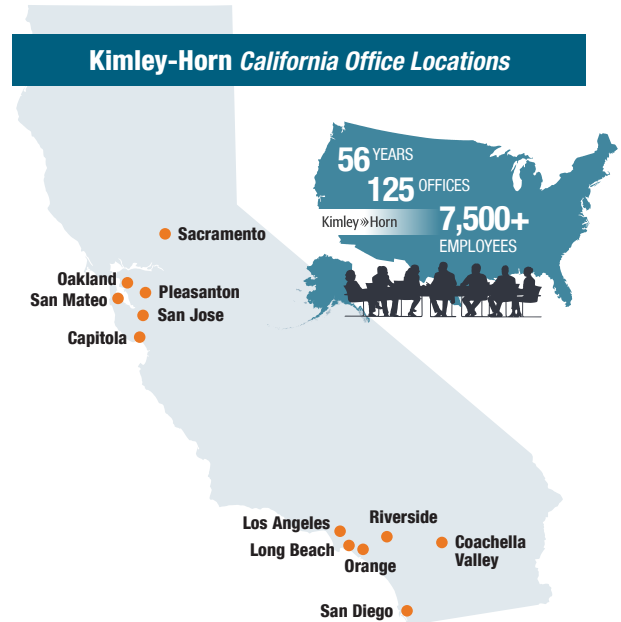
Kimley-Horn

Kimley-Horn is a full-service engineering and planning firm specializing in transportation planning and design projects in California and throughout the country. We are a local firm with more than 500 Southern California staff in our Downtown Los Angeles, Long Beach, Orange, Riverside, Coachella Valley, and San Diego offices supported by a national staff of over 7,500 professionals across 125 offices. The firm was founded in 1967 and established its first Southern California office over 31 years ago.

Kimley-Horn has provided planning and design services for bus stop shelters and turnouts facilities for projects throughout California. Our experience includes preparing funding applications for bus shelters, planning for future bus stops, bus stop relocations, and designing bus turnouts and custom bus shelters that have included ADA compliance, architectural treatments, artwork, information kiosks, wayfinding, lighting, video security surveillance systems, and communications systems. We have converted existing bus stops into "Rapid" style bus stops with new solar-powered shelters with LED lighting and electronic next-bus signs, benches, bike racks, and new Rapid-style signage.

Our firm is a leader in multidisciplinary transportation services. We have a robust planning practice that focuses on improving multimodal infrastructure, including improving access and connections to transit stops. Recent project experience in this field includes performing a Bus Stop Analysis for the Virginia Department of Rail and Public Transportation (DRPT) that included assessments of bus stops throughout the state of Virginia. The Kimley-Horn team customized a condition assessment software application as part of this project known as **KHAMS I Bus Stop** to accommodate the features of a bus stop and allow for desktop review of locations. Other recent experience involving bus stop assessments includes projects with the City of Richmond, VA; Susquehanna Regional Transit Authority (SRTA); City of Rochester, MN; and City of Oklahoma City. Additionally, we assisted the Marin County Transit District with the development of an overall bus stop facility improvement program including the planning, design, and engineering for bus stop capital improvements funded by a Federal Transit Administration (FTA) State of Good Repair grant. For the Imperial County Transportation Commission, we created an inventory of bus stop locations and amenities in the County and developed an accessible database in which to store this information. Our comprehensive experience also includes updating the Bus Stop Safety and Design Guidelines for the Orange County Transportation Authority.

In planning transit stops and active transportation connections, we take into consideration sufficient lighting and visibility considerations, appropriate bench/seating infrastructure, security cameras for stations and parking areas, permeable fencing and landscaping, durable and secured furnishings, and other items. We have provided safety and security guidance for transit projects of all shapes and sizes, from small local bus routes to bus rapid transit systems and major rail lines in Southern California.



BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services****Precision Material Management (DBE Certified)***

Precision Material Management (PMM) establishes the benchmark in cutting-edge software and supply chain innovation. Their core competencies lie in field data collection, inventory management, and technical solutions crafted to address the complex challenges of an evolving transportation network. PMM distinguishes itself through a trifecta of strengths: visionary leadership, a seasoned and proficient team, and robust capabilities in custom software development. Their areas of expertise include:

↳ Bus Stop Inventory & Software

PMM serves multiple transit agencies and has established a seasoned pool of field surveyors with an expertise level of conducting bus stop inventories. In addition to field services, PMM has developed a proprietary bus stop inventory software, EZTRAK. EZTRAK empowers clients with real-time inventory along with the ability to establish replacement intervals, track expenses, and oversee maintenance schedules. EZTRAK equips customers with the immediate insight needed to make informed business decisions.

↳ ADA Compliance

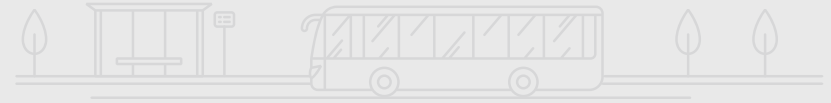
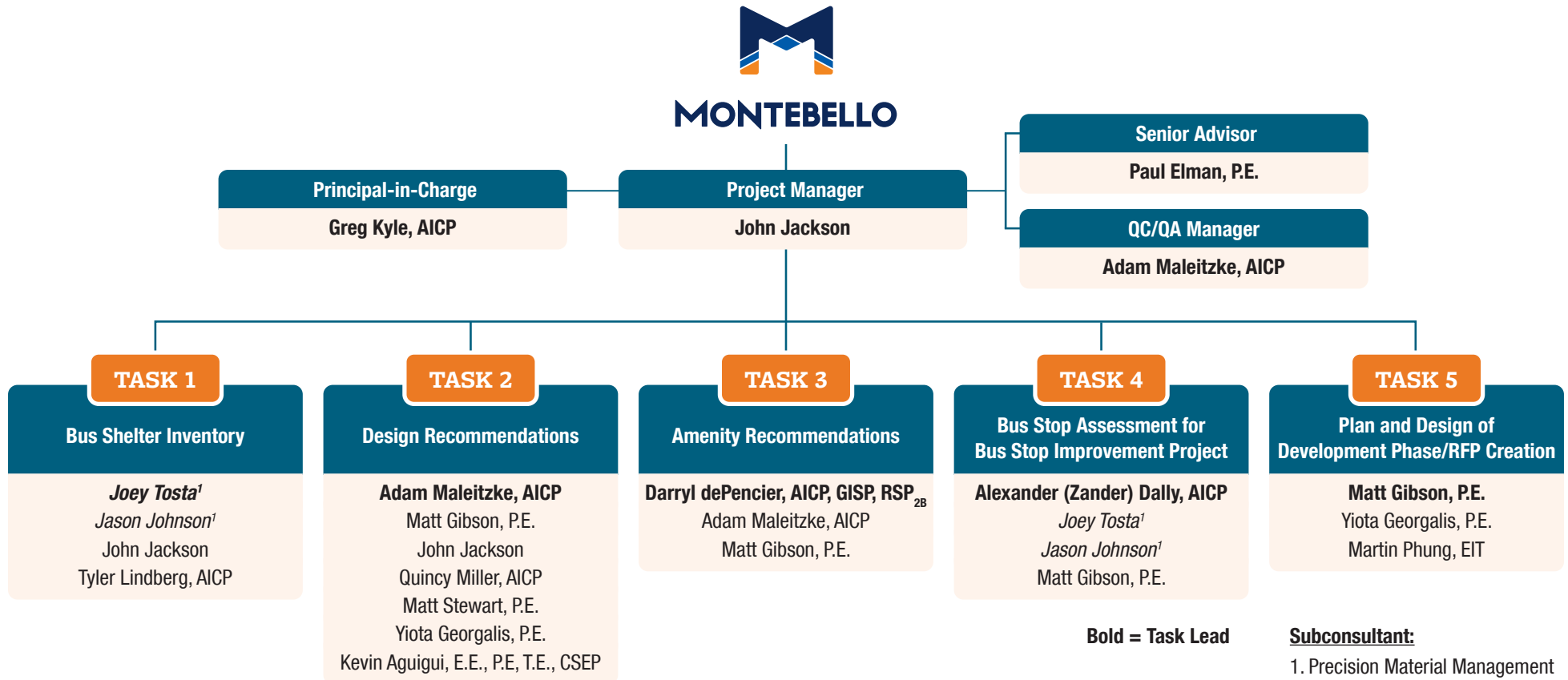
PMM surveyors undergo rigorous training conducted by Certified Access Specialists (CAsp). This specialized training ensures that their team possesses the expertise needed to conduct bus stop-specific ADA evaluations, thoroughly assessing compliance based on ADA-ABA Guidelines, Section 810.2.

↳ GIS Mapping

PMM's field surveyors work online from tablets which populate an interactive map that can be accessed 24/7 to view live results, replacing the need for an ARCGIS account. EZTRAK boasts a powerful API for 3rd party integration and their team is highly experienced at collecting data points, developing interactive maps, and providing shapefiles, images, and raw data.

Project Team Composition

Kimley-Horn has assembled a team of talented individuals who have extensive experience with transit station area planning and analysis, safety analysis, and active transportation modes. Our organization chart on the following page details our streamlined team to support the City with this effort. Resumes for our key personnel follow the organization chart.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Organization Chart***Note: See resumes for state(s) of professional registration.*

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***John Jackson***Project Manager; Bus Shelter Inventory;
Design Recommendations*

John is an accomplished and service-focused urban planner and program/project manager with more than seven years of experience in urban planning, transportation planning, public policy, clean transportation, and climate change policy in the public, private, and non-profit sectors. John has worked on and managed a variety of projects and programs with multiple public sector clients from all around the country during his career.

Professional Credentials

- Master of Community and Regional Planning, University of Oregon
- Bachelor of Arts, Geography, University of Nebraska-Lincoln
- American Planning Association, Member
- Conference of Minority Transportation Officials, Member

**Relevant Experience**

- **Virginia Department of Rail and Public Transportation (DPRT), Modernizing Transit Fleets: A Guide to Low- and Zero-Emissions Buses, Richmond, VA** – Project Manager. The Virginia Transit Equity and Modernization Study outlined critical action steps for transit modernization across the Commonwealth, including transit fleet electrification and the implementation of emerging technologies in public transit. Under an on-call contract, Kimley-Horn leads a team of subject matter specialists to build on this work and develop a resource guide for Virginia's transit agencies that wish to transition their fleets to low- and zero-emission vehicles. Our responsibilities include: Exploring fleet transition best practices and lessons learned from industry partners and external stakeholders in Virginia and nationwide; developing financing tools for DPRT and Virginia's transit agencies to take advantage of available federal funding; recommending changes to DPRT's programs and technical guidance for capital and technical assistance programs; and building a framework for making Virginia's public transportation workforce competitive and prosperous in a rapidly changing economy. The final deliverable will be a toolkit that provides a template and technical guidance for fleet and facility transition planning while also assisting agencies in taking advantage of existing and new federal funding.
- **Caltrain, Corridor Crossing Strategy (CCS) 4-Track Approach, San Jose, CA** – Transit Planner. The Caltrain corridor includes 43 at-grade crossings (41 at-grade vehicular and two at-grade pedestrian) between San Francisco and San Jose, with an additional 28 at-grade crossings on the Union Pacific Railroad (UPRR)-owned corridor between the Tamien and Gilroy stations. The Caltrain Corridor Crossings Strategy (CCS) has been discussed as an agency priority since 2019, when it was first identified within the Caltrain Business Plan Process. This strategy was first funded in 2019 but was delayed due to the COVID-19 pandemic. Grade separations and closures can enhance corridor safety, facilitate rail operations, and address circulation challenges in local jurisdictions. As Caltrain and other operators plan to increase rail services, Caltrain understands that a coordinated approach to grade separations or closures is needed to unlock regional mobility and safety benefits. The Caltrain Business Plan acknowledges that grade separation projects are costly, complex and challenging. The CCS is intended to identify areas for enhancement in the current process and develop a potential strategic approach to deliver corridor-wide consensus on delivery of grade separation projects.
- **Metro Transit, C-Line Electric Bus Deployment Project, Minneapolis, MN*** – Project Manager. This project studied the pilot deployment of 60-foot battery electric buses (BEBs) on the C-Line BRT route running from Minneapolis to the nearby suburb of Brooklyn Center. This study involved data collection on 60-foot New Flyer XE60 buses with focuses on vehicle efficiency, state of charge, charging schedule and frequency, and vehicle maintenance.
- **Southern California Association of Governments (SCAG), SCAG LA and San Bernardino Inter-County Transit and Rail Connectivity Study, Los Angeles, CA*** – Transportation Planner. This study focused on rail and transit planning along the eastern San Gabriel Valley corridor connecting Eastern Los Angeles County and Western San Bernardino County. The study measured the potential for rail and transit growth and factors in stops at points of interests in the region. This includes cost effectiveness and benefits for the community and local and regional economy. Various alternatives of multiple modes including BRT, commuter rail, light-rail, and hybrid rail were considered as a part of this study. These alternatives included coordination with multiple agencies such as LA Metro, Foothill Transit, and Metrolink.

*Prior to Kimley-Horn

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Greg Kyle, AICP***Principal-in-Charge / Quality Control*

Greg has 30 years of multifaceted transportation and transit planning experience working on a range of projects, including transit alternatives analyses (AA); NEPA and CEQA compliance; transit-oriented development; project development for transit projects through FTA's Capital Investment Grant program; transit station area master planning and transit station site location analyses; and transit station design and implementation. He has significant experience preparing environmental documentation for transit projects and helping guide projects to achieve environmental approval. Greg has led the development of bus rapid transit (BRT), streetcar, and commuter rail projects through alternatives analysis and NEPA documentation with FTA as the lead federal agency. His national transit experience includes projects in California, Florida, Washington, Hawaii and Oklahoma.

**Relevant Experience**

- LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA** – Deputy Project Manager and Planning Task Lead. Kimley-Horn is the prime consultant for a 19-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort has led the project through alternatives analysis and CEQA environmental approval and is currently advancing preliminary engineering with the route including a combination of street-running and freeway-based alignments. The project will connect the Metro North Hollywood B Line (heavy rail) and G Line (BRT) Station with the A Line (light rail) in Pasadena. The project is emphasizing Metro's emerging Transit Oriented Communities (TOC), First-Last Mile, and Sustainability initiatives with over 20 station options selected based on a wide range of metrics. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, environmental, and Preliminary Engineering leading up to an alternative project delivery method implementation.
- LA Metro, Wilshire BRT Before and After Study, Los Angeles, CA** – Project Planner, Quality Control/Quality Assurance. Kimley-Horn completed a detailed Before and After Study of the Wilshire BRT project on behalf of LA Metro. The purpose of the project was to evaluate the effectiveness of the bus lanes and document the effect of the dedicated peak period bus lanes on performance, customer experience, ridership, person throughput, and general-purpose traffic. Our team provided data analysis, traffic engineering, and bus operations knowledge and capabilities to complete this assessment and prepare the technical report.
- Golden Gate Bridge, Highway & Transportation District, San Rafael Transit Center Relocation, San Rafael, CA** – Principal-in-Charge. Kimley-Horn is advancing the San Rafael Transit Center Relocation Project through the planning, environmental clearance, and preliminary design phases for the relocation of this transit center which had its operations disrupted by the extension of the SMART regional rail service. The existing Transit Center is the busiest transit hub in the North Bay and one of the busiest bus transit hubs in the entire Bay Area, with 17 bus bays and over 9,000 boardings and alightings. Kimley-Horn completed a multi-step process to identify potential relocation sites, developing conceptual layouts for the relocation of the transit and customer services uses, evaluating the sites, and then completing an environmental evaluation and clearance process to select one site for continued design development. The project involved extensive stakeholder interaction amongst local agencies to build regional partnership and support. Kimley-Horn is leading the NEPA and led the CEQA environmental clearance process.
- Monterey-Salinas Transit (MST), Capital Investment Grant Consultant for SURF! BRT, Monterey, CA** – Principal-in-Charge, CIG Director. Kimley-Horn is supporting MST in the application for a Small Starts funding grant from the Federal Transit Administration (FTA). Our team is leading the preparation of the ratings package including the FTA templates, ridership forecasts with the FTA STOPS model, capital cost estimate applying FTA's standard cost categories, and O&M costs. We are also tasked with preparing the Project Readiness documentation including risk assessments, safety and security assessments, and project management procedures.

Professional Credentials

- Master of Science, Urban Planning, Florida State University
- Master of Business Administration, Business Administration, Florida Atlantic University
- Bachelor of Science, Political Science, Florida State University
- American Institute of Certified Planners, #013000
- American Planning Association, Member
- Conference of Minority Transportation Officials, Member
- WTS-Los Angeles, Member

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Greg Kyle, AICP (Cont.)**

- **Graham Street and Boeing Access Road Infill Stations, Seattle, WA** – Project Manager. The scope of this contract is to add infill light rail stations on the existing 1 Line of Sound Transit's Link light rail system. The stations include an at-grade infill station in the vicinity of Graham Street, located between the Columbia City Station and Othello Station in the City of Seattle, and an elevated infill station and 300-space surface parking lot in the vicinity of Boeing Access Road, Interstate 5, and East Marginal Way in the City of Tukwila, between the Rainier Beach Station and the Tukwila International Boulevard Station. The team is assisting Sound Transit in completing Alternatives Development and Conceptual Engineering/Environmental Review, in advance of completing Preliminary Engineering.
- **Ala Moana Transit Plaza Alternatives Analysis, Honolulu, HI** – Project Manager. Greg led a team conducting a conceptual planning and design study to assess alternatives for the development of a new mobility hub in the vicinity of the Ala Moana Rail Transit Station, including developing the circulation plan for the surrounding streets. The Ala Moana Center has been the major transportation hub for Honolulu for decades and is the busiest transit center in the bus system. The project assessed options for connectivity of riders between the rail and bus systems, while also preserving opportunities for incorporating commercial and residential uses as part of an integrated development. Project delivery approaches were assessed including the potential for a P3 and/or joint development project delivery method.
- **Kapolei Maintenance Facility and Transit Center Alternatives Analysis, Honolulu, Hawaii** – Project Manager. Led team that conducted conceptual planning and design studies to assess alternatives for the development of a new public transit vehicle maintenance facility and transit center on vacant City-owned land in Kapolei, West Oahu. Development of a transit facility on the City-owned land in Kapolei would address the need for a third bus maintenance and parking facility in West Oahu to improve operational efficiencies. The transit center would replace the current Kapolei Transit Center located on Haumea Street and provide additional passenger amenities. The team undertook an analysis of alternative development schemes, including the integration of mixed-use (residential and commercial) uses on the site.
- **Alternatives Analysis Update in the Central Oklahoma Region, Oklahoma City, Oklahoma** – Project Planner. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating the Alternatives Analysis (AA) for advancement into Project Development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated Locally Preferred Alternative (LPA) to advance the priority project(s) into the environmental review process. Aspects of the AA process include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.
- **Miami-Dade Transportation Planning Organization, SMART Plan Beach-Northeast Corridors Land Use Scenario and Visioning Planning, Miami-Dade County, FL** – Project Manager. Kimley-Horn supported the Miami-Dade Transportation Planning Organization (TPO) by developing Land Use Scenario Plan for the Beach and Northeast Corridors of the Strategic Miami Area Rapid Transit (SMART) Plan rapid transit initiative. This study provided the technical basis for the development of transit supportive land uses along the corridors. Charrettes were conducted at key milestones to obtain public input for the land use visioning process. Land use scenarios were developed to support the vision of the respective communities and generate ridership demand for the proposed rapid transit investments along the Beach and Northeast Corridors. An analysis was performed to determine if existing land use policies and regulations support the projected SMART Plan growth, including accommodating Transit Oriented Development (TOD), and if any changes may be needed. This analysis focused on the land area within a half-mile radius of each identified station location.
- **South Florida Regional Transportation Planning Authority (SFRTA), Pompano Beach Tri-Rail Station Improvements, Pompano Beach, FL** – Project Manager. SFRTA proposed improvements to the existing Tri-Rail Station at Pompano Beach. The proposed improvements included widening the existing platforms and providing canopies; modifications to access ramps for ADA compliance; new pedestrian overpass; removal of existing and construction of new customer service kiosks and employee restroom; existing parking lot modifications to improve bus circulation, taxi staging areas, and kiss & drop-off areas; addition of benches, bike racks and lockers; landscaping; installation of energy efficient LED lighting, machine room-less elevators and solar panels for electric generation; and retrofitting and upgrading the existing drainage facilities. Kimley-Horn is in the process of completing the Categorical Exclusion for review approval by FTA. Kimley-Horn also completed a Phase I Environmental Site Assessment (ESA) to identify potential contamination concerns on the property.
- **Downtown Fort Lauderdale Mobility Hub Joint Development Initiative, Fort Lauderdale, FL** – Project Manager. Led a team serving the City of Fort Lauderdale, in partnership with the Broward Metropolitan Planning Organization (MPO), to identify physical and programmatic requirements and opportunities surrounding a public-private partnership to develop the Downtown Mobility Hub. The Downtown Mobility Hub Joint Development Initiative identified privately funded vertical development opportunities surrounding public transit facilities and infrastructure improvements, including a vehicle maintenance and storage facility for the Wave Streetcar and an on-street streetcar station. The team developed a Conceptual Site Plan which includes public facility components, programmatic uses, typical streetscape sections, and border improvement concepts.

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



Paul Elman, P.E.

Senior Advisor

Paul has 36 years of experience managing all aspects of transportation program management including engineering design, planning, and construction of transportation facilities, including heavy and light rail transit, bus rapid transit (BRT), transit stations, multimodal corridors, zero-emissions fleet and facilities and transit-oriented development. Paul's practice concentrates in the management of design for conceptual planning, feasibility studies, alternatives analysis, and preliminary and final design engineering. He also has significant experience in regional and state transit planning, zero-emission fleet and facilities transition, public outreach and engagement, agency coordination, and approval processes on the federal, state, and local levels. Paul's extensive knowledge and experience working on similar bus stop improvement projects will provide a key technical resource in the development of Montebello's BSIP.



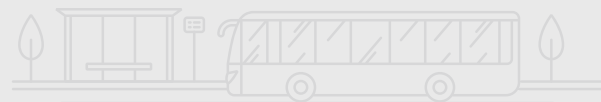
Relevant Experience

- Virginia Department of Rail and Public Transportation (DRPT), Virginia Transit Equity and Modernization Study - Bus Stop Analysis, Statewide, VA** – Senior Technical Advisor. As part of the Virginia Transit Equity and Modernization Study, the Kimley-Horn team customized a condition assessment software application to accommodate the features of a bus stop and allow for desktop review of locations (KHAMS I Bus Stop). Locations of stops were extracted from GTFS data, covering more than 15,000 individual stop locations. The team developed a vulnerable populations index (VPI) based on US Census Tract Block Group data and analyzed the distribution of stops by agency type, VPI, and rural versus urban areas, to develop a statistically representative sample of stops for analysis within the application. As the KHAMS I Bus Stop application can be used simultaneously by multiple assessors, both DRPT and Kimley-Horn staff could conduct and check assessments—speeding up the time it took to complete and quality check assessments of more than 675 bus stops across the state to a couple of weeks. The application also tracks progress and average scores by assessors and alerts the team when Streetview images are not available for a stop. Paul serves as a strategic advisor and provided oversight of subconsultants and contractual performance.
- Montgomery County, MD 355 Transit Center, Rockville, MD** – Project Manager. The Montgomery County Department of Transportation (MCDOT) is advancing preliminary engineering for the MD 355 Bus Rapid Transit (BRT) and Veirs Mill BRT projects. As part of the capacity needs for these two projects, and to improve connections with the redesigned Ride On and Metrobus networks, a transit center is planned adjacent to the Montgomery College–Rockville campus. The facility will serve as a terminus for both the Veirs Mill and MD 355 BRTs, while providing driver support facilities and layover space for local transit routes. Under an on-call contract, Kimley-Horn is supporting MCDOT by designing the transit center to 30% design and development of a master plan vision for the integration of site with adjacent parcels and activity centers including a historic school and potential addition of enhanced community space and amenities. Design development includes the sizing and development of transit operations features like Flash BRT stops, bus bays, platforms, canopies, driver support facilities, layover positions, micromobility, electric charging facilities and pedestrian access. The overall vision for the site is being developed through charrette-style workshops with project stakeholders to identify issues and opportunities related to transit/transportation, pedestrian circulation, parking, and integration with existing and proposed development. Paul serves as the overall PM and client contact for the project.
- Virginia Department of Rail and Public Transportation (DRPT), Virginia Transit Equity and Modernization Study, Statewide, VA** – Senior Technical Advisor. The purpose of the Virginia Transit Equity and Modernization Study was to identify opportunities and recommendations for advancing the equitable delivery and modernization of transit services in the Commonwealth of Virginia. This study explored a wide variety of topics surrounding equitable service delivery and transit service modernization and established an action plan for the DRPT and its partners to make substantial advancements in six

Professional Credentials

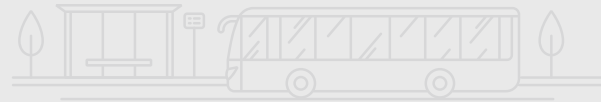


- Master of Engineering, Engineering Management, Virginia Polytechnic Institute and State University
- Bachelor of Science, Civil Engineering, George Washington University
- Professional Engineer in Virginia #0402023008, Maryland #20835, and DC, #10158
- American Society of Civil Engineers, Member
- American Public Transportation Association, Member

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Paul Elman, P.E. (Cont.)**

topic areas, each led by a Kimley-Horn specialist: Transit Electrification; Transit Accessibility; Adequacy of Transit Infrastructure; Implementation of Emerging Technology; Transit Safety; Transit System Engagement and Governance. Kimley-Horn's role included the development of a robust public participation program, including a study website, focus group meetings, and materials (for use and dissemination by Virginia's 39 local transit agencies); a Transit Equity and Modernization Committee comprised of transit agency executives; Equity Awareness Discussions on the history of transportation and equality, and planning and design biases; Technical Working Groups for each of the above six technical topic areas with membership including local transit agency staff and national industry specialists; and technical memoranda supporting gap assessment, baseline conditions, and additional analyses and investigations in the six areas of study. Paul serves as the overall contract manager and provided quality assurance oversight.

- Virginia Department of Rail and Public Transportation (DPRT), Modernizing Transit Fleets: A Guide to Low- and Zero-Emissions Buses, Richmond, VA** – Principal-in-Charge. The Virginia Transit Equity and Modernization Study outlined critical action steps for transit modernization across the Commonwealth, including transit fleet electrification and the implementation of emerging technologies in public transit. Under an on-call contract, Kimley-Horn leads a team of subject matter specialists to build on this work and develop a resource guide for Virginia's transit agencies that wish to transition their fleets to low- and zero-emission vehicles. Our responsibilities include: Exploring fleet transition best practices and lessons learned from industry partners and external stakeholders in Virginia and nationwide; developing financing tools for DPRT and Virginia's transit agencies to take advantage of available federal funding; recommending changes to DPRT's programs and technical guidance for capital and technical assistance programs; and building a framework for making Virginia's public transportation workforce competitive and prosperous in a rapidly changing economy. The final deliverable will be a toolkit that provides a template and technical guidance for fleet and facility transition planning while also assisting agencies in taking advantage of existing and new federal funding—including the Infrastructure Investment and Jobs Act and Inflation Reduction Act—and tackling challenges in workforce recruitment, retention, and training. Paul serves as a strategic advisor and provides oversight of the contractual performance of the team.
- City of Alexandria, Transit Vision Plan, Alexandria, VA** – Principal-in-Charge. Kimley-Horn led a team tasked with developing a Transit Vision Plan for the City of Alexandria. The Transit Vision Plan represents an opportunity to fundamentally re-imagine the city's bus network from scratch—resulting in an unconstrained, data-driven future bus transit network that reflects the needs and priorities of city residents, workers, and visitors. The plan used data to understand issues and needs and a robust civic engagement process to guide city and DASH staff on how to maximize the investment in bus operations as a component of the local and regional transportation system. Kimley-Horn's services included leading public engagement; coordinating with stakeholders including other bus and rail operators including Fairfax Connector and Arlington Transit (ART), Virginia Railway Express (VRE), and WMATA; analyzing the current system; performing a market assessment; and developing the final plan. The plan was adopted by the city in early 2020. Paul served as principal-in-charge for the overall effort.
- Washington Metropolitan Area Transit Authority (WMATA), New Bus Operating Division Study-Eastern Montgomery, Silver Spring, MD** – Principal-in-Charge. Kimley-Horn assisted WMATA with the development of a study to prepare for a new shared maintenance facility. The study addressed excessive deadheading times out of the existing Montgomery Division and helped provide additional storage and maintenance capacity to accommodate the planned Montgomery Flash BRT fleet. The Kimley-Horn team evaluated existing bus operations and estimated the changes in deadhead mileage and costs associated with relocating routes to a new Silver Spring maintenance facility. The potential annual cost savings of reduced deadheading was evaluated relative to the capital cost of constructing a new storage/maintenance division. The study is considering bus fleet characteristics including bus size and fuel type. Kimley-Horn conducted an existing condition evaluation and needs assessment, developed cost estimates and site selection criteria, and provided stakeholder coordination. Paul served as overall principal-in-charge and provided quality assurance and facility evaluations.
- Maryland Transit Administration (MTA), Office of Service Development (OSD) Planning Support, Baltimore, MD** – Principal-in-Charge. Kimley-Horn performed a comprehensive review and analysis of MTA's BaltimoreLink bus schedule that is performance based. Our team used historical run-time data to analyze scenarios to improve on-time performance and reliability, using timeband analysis to find more optimized timebands. Deadhead analysis was performed to identify trips with high variance in their travel times and offer adjustments to improve reliability and optimize nonrevenue hours. We then performed layover analysis to evaluate trips that experienced a wide range of run-times and for which additional layover could be allocated to absorb the unpredictability and ensure that the following trip still starts on time. Lastly, we examined the run type analysis looks to determine if there were benefits to be found through run cuts to benefit on-time performance. Our recommendations were implemented through service adjustments in late 2020-early 2021. Paul serves as the overall MTA contract manager and manages the team of subconsultants.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Joey Tosta**

*Bus Shelter Inventory;
Bus Stop Assessment*

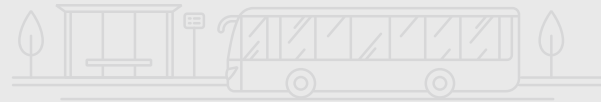
**Professional Credentials:**

- Political Science – University of California at Santa Barbara
- Six Sigma - Green Belt

A seasoned professional with 20 years of experience in Project Management expertise. His impressive track record includes overseeing the operations of large government contracts with 200+ employees and managing data collection projects involving hundreds of thousands of datapoints. With a 100% project completion rate and a commitment to delivering the highest levels of customer service, Joey stands out as a hard worker, exceptional team builder, and expert manager. His transition into ADA compliance has been marked by spearheading our mission to introduce innovative technology that significantly reduces project timelines and costs compared to competitors. Joey brings a unique blend of leadership, efficiency, and technological innovation to drive successful outcomes in the dynamic realm of ADA consulting.

**Relevant Experience**

- **Department of Defense**
- **State of CA**
- **County of San Diego**
- **County of San Bernardino**
- **City of Irvine**
- **GoRaleigh**
- **OMNITRANS**
- **Torrance Transit**
- **Long Beach Transit**
- **City of Norwalk**

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Jason Johnson**

*Bus Shelter Inventory;
Bus Stop Assessment*

**Professional Credentials**

- Business Administration – Cal Poly Pomona
- Certifications: Supply Chain Professional

Jason, an industry visionary, made waves in 2010 by launching Precision Material Management, a trailblazing company that revolutionized the oil and gas sector through innovative software and services. With 20 years of experience, including 15 years of software development, his leadership has driven PMM to successfully complete over 200 government contracts, developing 15 software products and 12 mobile applications for efficient data collection. Jason is poised to bring his transformative expertise to the realm of ADA compliance. Recognizing the manual and time-consuming nature of ADA data collection, PMM has introduced groundbreaking software that not only accelerates collection and reporting times but also significantly reduces costs for customers.

Jason's mission is clear: to address a crucial need in both private and public agencies, providing results that mitigate risks and preempt potential lawsuits. His commitment to innovation and efficiency promises to reshape the ADA compliance landscape, much like his earlier successes within the oil and gas industry.

**Relevant Experience**

- US Department of Defense
- State of CA
- State of CO
- ExxonMobil
- Phillips66
- BF Energy
- City of Norwalk

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



Adam Maleitzke, AICP

*Design Recommendations;
Amenity Recommendations*

Adam is a planner and urban designer with more than 17 years of experience leading large-scale transportation, transit-oriented communities (TOC), and land use projects for clients throughout Southern California and beyond, and has worked in the private, public, and non-profit sectors. He is skilled at managing the preparation of master plans, station area plans, active transportation plans, streetscape plans, and feasibility studies, managing large multi-disciplinary teams. Recent projects include station design and planning services for the California High Speed Rail Authority and LA County Metro, station area planning and Specific Plan preparation for emerging TOCs along emerging LRT and commuter rail station areas. Adam excels in leading projects that seamlessly integrate land use and transportation and brings a critical skill set for designing walkable, livable communities that promote equity, mobility, and lead to a climate-resilient future.

Professional Credentials

- Master of Landscape Architecture, University of Minnesota, St. Paul
- Master of Urban and Regional Planning, University of Minnesota, St. Paul
- Bachelor of Arts, Architecture, University of Minnesota, St. Paul
- American Institute of Certified Planners #027697
- Urban Land Institute, Member
- American Planning Association, Member



Relevant Experience

- **City of Palm Desert, Rail Station Feasibility Study, Palm Desert, CA** – Project Manager. Kimley-Horn is supporting the City of Palm Desert in identifying near-term and long-term solutions for the location and operation for a future multimodal rail station. This new station would increase passenger reach and provide convenient connectivity between the Coachella Valley and the Inland Empire, Orange County and Los Angeles. Our team is performing a detailed analysis of existing documentation and conditions as well as stakeholder outreach to establish a baseline ridership market and infrastructure needs for a new rail station. The final report will provide the City with a document that portrays the station benefits (including mobility, equity, health, and environmental considerations) and outline the steps needed to continue moving the station concept forward.
- **CHSRA, Burbank-to-Anaheim Corridor Environmental and Engineering Services*** – Deputy Project Manager. Coordinated planning services for the preparation of two standalone project EIS/EIR documents for the design-build of approximately 44 miles of the California High-Speed Rail Authority (CHSRA) corridor: one for the approximately 14-mile-long Burbank-to-Los Angeles section that includes two stations/stops, and one for the approximately 30-mile-long Los Angeles-to-Anaheim section that includes four stations/stops. Both project sections are located in one of the most densely populated and heavily traveled areas in the state and country, with the alignments primarily within the existing railroad corridor. Adam's responsibilities included contract oversight and project management, including contract amendments, staffing, risk mitigation, scoping, and coordination among a large team of discipline leads and client staff.
- **City of Ontario, Multimodal Transportation Center Needs Assessment and Siting Criteria, Ontario, CA*** – Project Manager. Provided architectural and master planning services for a proposed new multimodal transportation center near Ontario International Airport that will serve as a transit hub for local buses, bus rapid transit, the Metro Gold Line, high-speed rail, the proposed Ontario Airport Metro Center circulator, and other future transit modes. Adam's responsibilities included leading a team to develop a site selection screening process, station programming, and 5% design alternatives to balance a variety of in-place and proposed transportation projects that will terminate at the new station.
- **SCAG, High-Quality Transit Area Analysis, Los Angeles, CA*** – Project Manager. Provided station area planning services for the identification of active transportation improvements, redevelopment strategies, and implementation plans that will enable communities to take full advantage of transit investments and tap into regional and state funding opportunities and technical support. The overall goal of the Southern California Association of Governments (SCAG) program is to develop plans that reduce greenhouse gas emissions and vehicle miles traveled. Adam's responsibilities included leading the preparation of conceptual vision plans for five station areas throughout the SCAG region, including the cities of Oxnard, El Monte, Santa Clarita, San Bernardino, and Riverside. Adam also managed a team of economists and traffic engineers to develop an implementation plan for each station area to establish financial feasibility and allow SCAG to track the impacts on vehicle miles travelled, vehicle hours of travel, greenhouse gas emissions, and other key indicators as the station areas transition to more transit-supportive uses.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Adam Maleitzke, AICP (Cont.)**

- **CHSRA, Los Angeles-to-Anaheim Project, Los Angeles, CA*** – Director of Planning. Supervised the preparation of 5% conceptual design plans in support of environmental review for the construction of a 30-mile-long high-speed rail line between Union Station in Los Angeles and Anaheim. This critical segment of the California High Speed Rail Authority (CHSRA) project poses significant challenges associated with integrating high-speed rail service on a limited ROW traversing a dense urban area. Adam and his team were responsible for station area planning, including an assessment of circulation and public realm needs, as well as conceptual station plans for proposed facilities in the cities of Norwalk, Santa Fe Springs, Fullerton, and Anaheim.
- **Omnitrans, West Valley Connector, San Bernardino, CA*** – Project Manager. Provided planning services for an enhanced, state-of-the-art bus rapid transit system (BRT) to improve mobility in Southern California's San Bernardino West Valley. The project is in response to the traffic congestion and additional one million people anticipated by 2030 in the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. The project team participated in the AA for the 25-mile corridor along Holt Boulevard/SR 61 and Foothill Boulevard/SR 66 to determine the best option for faster, more attractive transit service that connects major activity centers. Adam's activities included developing alternative 30% schematic design plans for key BRT corridors, conducting research and developing narrative and supporting figures for a funding package for the FTA Small Starts grant program.
- **RCTC, Transit-Oriented Communities Strategic Plan, Riverside County, CA*** – Project Manager. Adam provided station area visioning and TOC strategies to promote transit-oriented development at eight station areas along the 91/Riverside and Perris Valley transit corridors. The TOC plan addresses the Metrolink commuter line connecting communities in Riverside County to Los Angeles and Orange Counties for the Riverside County Transportation Commission (RCTC). The study area includes eight stations along the 91/ Perris Valley Lines, from Corona - West to Perris - South, connecting through downtown Riverside. The historically suburban development pattern along the line ranges from higher density, walkable streets to large, undeveloped properties along the eastern end of the line. The study will be guided by three advisory committees and a robust public engagement program, and will examine active transportation and smart mobility solutions, economic development strategies, and specific infrastructure investments that will remove barriers to implementing transit-oriented communities.
- **SANBAG/SCAG, ARRIVE Corridor, San Bernardino, CA*** – Senior Planner. Performed planning services for the San Bernardino Association of Governments (SANBAG)/Southern California Association of Governments (SCAG) Advanced Regional Rail Integrated Vision—East (ARRIVE) Corridor project, which is an integrated regional rail/land use vision and implementation strategy for the 60-mile San Bernardino Metrolink Line and the 0.5-mile areas around the Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino stations. The intent is to transition the ARRIVE Corridor over time to an integrated TOD/regional rail corridor serving residents and businesses within active, growing, transit-oriented communities at the station locations and providing a high degree of transit interconnectivity to regional destinations. The project is a key step in implementing the 2012-2035 SCAG Regional Transportation Plan/Sustainable Communities Strategy for San Bernardino County, CA. Adam's responsibilities included developing corridor-wide and station-specific strategies for transit-supportive land uses and first/last mile projects for each station within the study area. Site plans and massing models were developed in partnership with the team's economist, performing a development feasibility analysis to demonstrate the "tipping points" that would allow higher-intensity development projects to be viable.
- **City of Long Beach, Downtown and TOD Pedestrian Master Plan, Long Beach, CA*** – Project Manager. Oversaw outreach, urban design, conceptual design, and master planning for the preparation of a Downtown and TOD Pedestrian Master Plan for the city that provides policies, guidelines, and standards for best practices for pedestrian design and the identification of \$70 million in recommended capital improvement projects. Adam's responsibilities included working with community and agency stakeholders; facilitating innovative pop-up and community workshop outreach events; and developing conceptual designs, cost estimates, and a screening process to prioritize up to 10 major pedestrian improvements in downtown Long Beach over the next 15 years. Working with an economist, he and his team also prepared a financial plan and funding strategies to enable the city to implement these projects as funding becomes available.
- **NCTD, Solana Beach Transit Center Joint Development Plan, Solana Beach, CA*** – Project Manager. Provided planning and architectural services for a developer-led team to develop the land surrounding the North County Transit District's Solana Beach Transit Station as a mixed-use surface-level development consisting of restaurant and retail and/or low- impact residential uses as well as to construct and maintain a multilevel, fully-automated subterranean parking structure to accommodate the needs of the development, future transit riders, and public visitors to the 2.62-acre area. Adam's tasks included developing 30% schematic design plans in support of a design competition, coordinating with a team of contractors, engineers, economists, and city and agency staff to develop a context-sensitive vision that fosters an increase in transit ridership in a walkable, bikable environment, while respecting the lower density building stock of the immediate area. Adam also staffed multiple public visioning sessions and open houses, creating innovative public engagement materials.

**Projects prior to Kimley-Horn*

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*
Darryl dePencier, AICP, GISP, RSP_{2B}
Amenity Recommendations

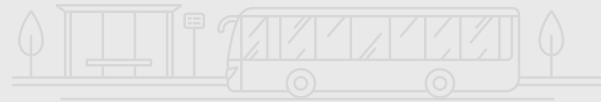
Darryl has more than 16 years of experience assisting on and leading transportation planning and engineering projects. He uses data driven approaches to assess transportation system performance for operations, particularly for those on foot, bike, and transit. He has experience in the estimation of transit ridership and related bicycle and pedestrian trips related to transit stop and station needs assessments. As a GIS Professional, Darryl often uses GIS to efficiently assess existing conditions and to analyze project alternatives. He has supported the development and implementation of GIS analysis methods for transit and traffic performance assessment, traffic safety analysis, ADA transition plans and other transportation planning functions. When applicable, Darryl makes use of big data sources to supplement available localized data from both commercial and locally kept sources. He develops custom tools, macros, models, and scripts to work with out-of-the-box tools and applications as needed to work with existing data sources to better inform the planning team and decisionmakers.

Professional Credentials

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University
- Certificate of Geographic Information Systems, Algonquin College
- Geographic Information Systems Professional #59317
- American Institute of Certified Planners #026552
- Road Safety Professional 1 #279
- Road Safety Professional 2B #17


Relevant Experience

- **OCTA, Santa Ana Transit Cooperative Study, Santa Ana, CA** – Project Planner. Kimley-Horn is working with the Orange County Transportation Authority (OCTA) to implement transit improvements along the McFadden Avenue corridor and 1st Street corridor within the City of Santa Ana. OCTA identified potential impacts to the high-quality transit corridors due to the proposed changes in the City's 2020 Circulation Element update, which included roadway reconfigurations and reductions of existing or planned travel lanes to incorporate active transportation projects. Kimley-Horn will provide a review of current and future corridor conditions as well as assessments of current infrastructure relevant to TSP system components, recommend appropriate transit supportive strategies, and identify costs, responsibilities, and a timeline for OCTA and the City's future efforts along these corridors.
- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA** – Project Planner. Kimley-Horn is the prime consultant for a 19-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort has led the project through alternatives analysis and CEQA environmental approval and is currently advancing preliminary engineering with the route including a combination of street-running and freeway-based alignments. The project will connect the Metro North Hollywood B Line (heavy rail) and G Line (BRT) Station with the A Line (light rail) in Pasadena. The project is emphasizing Metro's emerging Transit Oriented Communities (TOC), First-Last Mile, and Sustainability initiatives with over 20 station options selected based on a wide range of metrics. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, environmental, and Preliminary Engineering leading up to an alternative project delivery method implementation.
- **San Benito COG, SR 25 Corridor Study for Transit Alternatives Evaluation, CA** – Project Planner. Kimley-Horn led the technical work to evaluate alternatives for the SR 25 corridor between Hollister and Gilroy that would encourage more ridership on a congested commuter corridor. The evaluated alternatives included bus on shoulder, bus beside rail, and passenger rail services. The study evaluated the relative costs and ridership gains associated with each alternative along with other potential benefits to traffic and emissions.
- **City of Goleta, Rail Station Accessibility Needs, Goleta, CA** – Project Planner. Darryl conducted a first/last mile assessment of passenger rail service to understand potential bicycle and pedestrian trips that would made to access the station, and a related inventory of bicycle and pedestrian amenities that would be needed to adequately serve those trips. Part of this work also included an estimate of GHG savings that could be achieved through encouraging pedestrian and bicycle trips.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Darryl dePencier, AICP, GISP, RSP_{2B} (Cont.)**

- **City of Palm Desert, Rail Station Feasibility Study, Palm Desert, CA** – Project Manager. Kimley-Horn is supporting the City of Palm Desert in identifying near-term and long-term solutions for the location and operation for a future multimodal rail station. This new station would increase passenger reach and provide convenient connectivity between the Coachella Valley and the Inland Empire, Orange County and Los Angeles. Our team is performing a detailed analysis of existing documentation and conditions as well as stakeholder outreach to establish a baseline ridership market and infrastructure needs for a new rail station. The final report will provide the City with a document that portrays the station benefits (including mobility, equity, health, and environmental considerations) and outline the steps needed to continue moving the station concept forward.
- **California High Speed Rail Authority, Rail Station Needs Assessment, Palmdale, CA*** – Planner. Darryl estimated a service footprint for active transportation users of the Palmdale High Speed Rail station to assess the potential number of daily trips using the station by bike or foot to access high speed or Metrolink trains. This work included assessment of traffic impacts associated with vehicle trip reductions.
- **Washington Metropolitan Area Transportation Authority, System-wide Bus Network Performance Evaluation, Washington, DC*** – Planner. Developed a system to relate archived Automatic Vehicle Locator data to specific routes and the roadway system which allowed mapping and assessing system-wide travel time at any requested time of day.
- **San Joaquin RTD, Bus Rapid Transit Study, Stockton, CA*** – Senior Planner. Darryl conducted an environment justice impact assessment of proposed service changes associated with the implementation of a new rapid transit line along Martin Luther King Jr. Boulevard in Stockton. The evaluation examined the impacts of service reallocation needed to support the new line.
- **COMPASS, Transit System Blueprint 2.0, Boise, ID*** – Senior Planner. Darryl conducted a system review of bus routes and schedules for the entire Boise metropolitan region including service gaps, system ridership potential and growth, priority system enhancements for long range service enhancements and station / stop planning. The final report provided a phased approach to system development over a 30-year planning horizon.

**Projects prior to Kimley-Horn*

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Matt Gibson, P.E.**

*Plan and Design of Development Phase/
RFP Creation; Design Recommendations;
Amenity Recommendations; Bus Stop Assessment*

Matt is a civil engineer working primarily with transit, rail, and roadway projects with 19 years of experience. Matt brings design and construction experience for general civil and roadway work, rail and track, and many types of utilities. He is also experienced with project management and project controls, scheduling, monitoring and managing task progress, and promoting effective communication both internally and with clients and subconsultants. His recent experience includes projects for Southern California Regional Rail Authority (SCRRA) where he served as point person for design integration and deputy project manager on the Simi Valley Double Track project and the Serra Siding Extension project.

Professional Credentials

- Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology
- Professional Engineer in Florida #69872
- American Public Transportation Association, Member
- American Society of Civil Engineers, Member

**Relevant Experience**

- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA** – Senior Engineer. Kimley-Horn is the prime consultant for a 19-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort has led the project through alternatives analysis and CEQA environmental approval and is currently advancing preliminary engineering with the route including a combination of street-running and freeway-based alignments. The project will connect the Metro North Hollywood B Line (heavy rail) and G Line (BRT) Station with the A Line (light rail) in Pasadena. The project is emphasizing Metro's emerging Transit Oriented Communities (TOC), First-Last Mile, and Sustainability initiatives with over 20 station options selected based on a wide range of metrics. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, environmental, and Preliminary Engineering leading up to an alternative project delivery method implementation.
- **City and County of Honolulu, Ala Moana Transit Plaza Alternatives Analysis, Honolulu, HI** – Project Engineer. Kimley-Horn supported the City and County of Honolulu in conducting a conceptual planning and design study to assess alternatives for the development of a new mobility hub in the vicinity of the Ala Moana Rail Transit Station, including developing the circulation plan for the surrounding streets. The transit plaza will offer Honolulu the opportunity to continue developing a transit-oriented community around the rail station in this high-density urban community that has high levels of walking, biking, and transit usage. The project assessed options for connectivity of riders between the rail and bus systems, while also preserving opportunities for incorporating commercial and residential uses as part of an integrated development.
- **SCRRA, SCORE Program Phase 1, CA** – Engineering Manager. The Southern California Regional Rail Authority (SCRRA) is implementing Phase 1 of the Southern California Optimized Rail Expansion (SCORE) program which will add safety and operational improvements in support of 30-minute headways along several Metrolink Lines. Kimley-Horn is supporting SCRRA with two project improvement packages. The Simi Valley Double Track and Platform Project will add 2.15 miles of second main track between CP Arroyo and CP Sequoia. Kimley-Horn is advancing this project from preliminary engineering to final design including the main line track design and a new pedestrian underpass at the Simi Valley Station. Other facets of the project include detailed drainage analysis, utility relocation, and grade crossing improvements including CPUC coordination. The Serra Siding Extension project will add 1 mile of siding extension between CP Serra and the at-grade crossing at Beach Road. Kimley-Horn is leading a project team that will provide final design for two single-track bridges to replace the existing steel through girder bridge to accommodate double-track operations, design 1 mile of siding track extension, retaining wall and culvert extension design, signaling system improvements, and utility relocations.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Matt Gibson, P.E. (Cont.)**

- **City of Fort Lauderdale, Downtown Mobility Hub Streetscape, Fort Lauderdale, FL** – Project Manager. Kimley-Horn provided landscape architecture design, planning, traffic engineering, and civil engineering services for the revitalization of the existing streetscape in Downtown Fort Lauderdale. The goal was to create a pedestrian-friendly environment by adding walk/bike lanes and creating separation between traffic and pedestrian spaces—this includes adjusting lane lengths and altering bus lanes. Kimley-Horn coordinated with various stakeholders (Broward County, Broward County Transportation, Sun Trolley, Brightline Rail) and prepared workshop-style presentations for several streetscape options.
- **City of Miami Beach, Light Rail/Modern Streetcar P3 Program Management, Miami Beach, FL** – Project Engineer. Served as senior project engineer responsible for conceptual designs, alternative comparisons, capital cost estimates, utility impacts and coordination, and management of subconsultants. Also supported and participated in the City's public outreach and workshops. Miami Beach Streetcar is a 3.5- to 4-mile double-tracked light rail transit (LRT) or modern streetcar system circulating through the Art Deco District of Miami Beach, providing connectivity between South Beach hotels and the Miami Beach Convention Center. Kimley-Horn served as the prime consultant overseeing the project through project development, conceptual engineering, environmental impact analysis, and procurement of a P3 developer that would design, build, operate, maintain, and finance the project.
- **City of Tampa, Streetcar Extension and Modernization Feasibility Study and Project Development, Tampa, FL** – Project Engineer. Responsible for conceptual capital cost estimates and station platform design, and assisting with preparation of federal grant applications to FTA. Kimley-Horn conducted a feasibility study to examine the potential extension of the Tampa Historic Streetcar. The study focused on improving ridership on the streetcar, operations, cost effectiveness, and quality of service. Additional project support included examining ridership origins and destinations within the City of Tampa for route development. The feasibility study coordinated with other regional transit initiatives by clearly defining the Tampa Streetcar operating parameters and identifying how it may enable future transit connections to the downtown transit center, emerging adjacent neighborhoods and to the region. Key project responsibilities included public workshops and agency outreach, transportation and transit analysis, purpose and need statement, evaluation plan, project impact and capital cost analysis. The study identified transit service and mobility improvements to support livability and economic development in downtown Tampa and along the corridor.
- **RTA, Alternatives Analysis Update in the Central Oklahoma Region, Oklahoma City, OK** – Project Engineer. The intent of this study was to develop preliminary fixed routes to serve critical parts of the Oklahoma City community. This study was the foundation for the BRT corridor on NW Expressway, the downtown Oklahoma City Streetcar, and the genesis of continued discussions as to a larger regional high-capacity commuter solution. In 2015 the Central Oklahoma Commuter Corridors Study was completed under the Association of Central Oklahoma Governments (ACOG) to further define routing and mode choice developed from the Fixed Guideway Study. The outcome of this study was the need to develop a separate entity (RTA of Central Oklahoma) to develop and manage larger-scale high-capacity commuter options between Central Oklahoma communities. Likewise, the study identified key modes and a commuter rail corridor utilizing the existing BNSF railroad right-of-way to connect Edmond, Oklahoma City, Moore, and Norman as well as a streetcar/light rail route to connect Oklahoma City, Midwest City and Del City.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Alexander (Zander) Dally, AICP***Bus Stop Assessment*

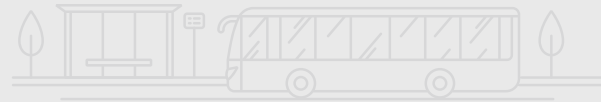
Zander has technical skills in mapping and spatial analysis, graphic design, travel demand modeling, and statistical analysis. He is knowledgeable in ArcGIS (ArcPro, ArcMap, ArcScene, ArcCatalog, Story Map), Adobe Creative Cloud (Photoshop, InDesign, Illustrator), SketchUp, Canva, Bentley CUBE, IBM SPSS Statistics, and Microsoft Excel. Zander has previous experience working on LRSPs, transit feasibility studies, station area plans, and similar transportation projects.

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, International Affairs, Florida State University
- American Institute of Certified Planners #33893

**Relevant Experience**

- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA** – Project Analyst. Kimley-Horn is the prime consultant for a 19-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort has led the project through alternatives analysis and CEQA environmental approval and is currently advancing preliminary engineering with the route including a combination of street-running and freeway-based alignments. The project will connect the Metro North Hollywood B Line (heavy rail) and G Line (BRT) Station with the A Line (light rail) in Pasadena. The project is emphasizing Metro's emerging Transit Oriented Communities (TOC), First-Last Mile, and Sustainability initiatives with over 20 station options selected based on a wide range of metrics. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, environmental, and Preliminary Engineering leading up to an alternative project delivery method implementation.
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- **SGVCOG, San Gabriel Valley Transit Feasibility Study, Los Angeles County, CA** – Project Analyst. Kimley-Horn is working with the San Gabriel Valley Council of Governments (SGVCOG) to develop a Transit Feasibility Study for the San Gabriel Valley. The project was initiated through a two-phase project approach. The first phase began with establishing the study area, defining mobility problems, and creating initial concepts which will be screened and refined for further study. Phase I also included ridership forecasting, high-level cost information, and extensive community and stakeholder outreach. It concluded with a Vision Plan, which identified several east/west and north/south concepts for bus rapid transit (BRT) implementation. The second phase examines the Vision Plan further, refining these concepts and selecting a single east/west and north/south concept. The second phase focuses on conceptual engineering and working with stakeholder agencies to develop lane configurations within their existing right-of-way to accommodate high-quality transit service.
- **SANDAG, North County Regional Corridor (SR 78) Comprehensive Multimodal Corridor Plan (CMCP), San Marcos, CA** – Project Analyst. Kimley-Horn is partnering with SANDAG and Caltrans District 11 in the development of a Comprehensive Multimodal Corridor Plan (CMCP) that addresses North County's preeminent mobility and transportation issues. Kimley-Horn's approach is based on understanding of current community and mobility markets that inform local, subregional, and regional demands, and anticipated future conditions. The CMCP study is an opportunity to identify and enable projects at different scales (e.g. flexible fleet deployments within and to mobility hubs) and allow for early wins with municipal partners. Our team's approach will enable the range of projects that can help provide mobility choices at different levels: large regional projects and small quick-build projects (i.e., TSP, lanes, safety improvements) that can demonstrate the holistic approach encouraged by funding grant opportunities.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Alexander (Zander) Dally, AICP (Cont.)**

- **Culver City, MOVE Culver City Independent Data Validation, Culver City, CA** – Project Manager. Kimley-Horn was tasked with reviewing monthly key performance indicator (KPI) reports prepared by a third-party consultant. These reports monitored the travel patterns of various modes before and after implementation of Culver City's tactical mobility lanes. Kimley-Horn analyzed the raw data provided by the City's transportation department, as well as the consultant's methodology, to determine if the results indicated in the reports could be reproduced.
- **San Benito County, Local Road Safety Plan (LRSP) Development, CA** – Project Analyst. Kimley-Horn developed a Local Road Safety Plan for San Benito County inclusive of the City of Hollister and City of San Juan Bautista. The project included a systemic evaluation of intersection and roadway safety that identified high crash locations, high risk locations, and locations with unusual crash patterns stratified by jurisdiction. The Kimley-Horn team worked with representatives and stakeholders from the County and Cities to select localized safety emphasis areas that could be prioritized for implementation, reducing the number of fatal and serious injury crashes countywide. The final report addressed safety needs countywide and included sections on the specific needs of each jurisdiction.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***3. Qualifications and Experience****Similar Project Experience**

➤ **Virginia Department of Rail and Public Transportation (DRPT), Virginia Transit Equity and Modernization Study - Bus Stop Analysis, Statewide, VA (2021-2022)**

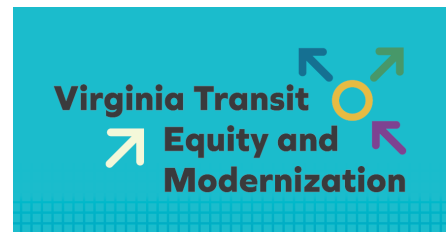
As part of the Virginia Transit Equity and Modernization Study, the Kimley-Horn team customized a condition assessment software application to accommodate the features of a bus stop and allow for desktop review of locations (KHAMS I Bus Stop). By incorporating a direct link to Google Streetview images of bus stops, the team could efficiently and effectively assess a large sample of stops across the entire state of Virginia without the additional time required to send staff into the field. Assessments included rating the condition and accessibility of each stop and the presence or absence of key features, such as sidewalks, benches, shelters, and lighting.

Locations of stops were extracted from GTFS data, covering more than 15,000 individual stop locations. The team developed a vulnerable populations index (VPI) based on US Census Tract Block Group data and analyzed the distribution of stops by agency type, VPI, and rural versus urban areas, to develop a statistically representative sample of stops for analysis within the application. As the KHAMS I Bus Stop application can be used simultaneously by multiple assessors, both DRPT and Kimley-Horn staff could conduct and check assessments—speeding up the time it took to complete and quality check assessments of more than 675 bus stops across the state to a couple of weeks. The application also tracks progress and average scores by assessors and alerts the team when Streetview images are not available for a stop.

The resulting analysis is displayed in the application on a color-coded map and in table form. The data table was exported, and the Kimley-Horn team provided statistical analysis of the sample of stops, including correlations between stop features and VPI and rural versus urban categories. The result of the analysis informed the action plan and recommendations regarding bus stop design and basic infrastructure requirements.

➤ **Virginia Department of Rail and Public Transportation (DRPT), Virginia Transit Equity and Modernization Study, Statewide, VA (2021-2023)**

Kimley-Horn led a team of subject matter specialists that assisted DRPT by developing a needs and opportunities assessment and subsequent action plan that focused on six key areas—transit accessibility, adequacy of transit infrastructure, transit electrification, implementation of emerging technology, transit safety, and transit system engagement. A key part of our efforts was a robust and inclusive public and stakeholder engagement program that is consistent with the equitable cornerstone of this project. The final study, which was released in August 2022, helps guide the Commonwealth in the development of equitable, modern transit networks for years to come.



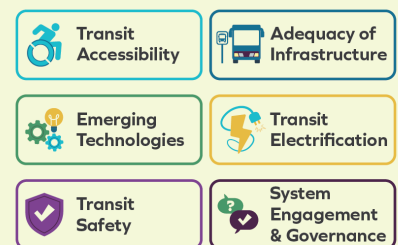
What will it take to make Virginia's transit networks equitable and modern?

The study will identify ways to enhance transit services statewide focusing on providing improved access to places you want to go using new technologies, and engaging historically underrepresented communities.

What is equitable transit?

Transit equity is the fair distribution of both benefits and burdens when planning for transit services. Transportation decisions are made in collaboration with the community an agency serves, to establish a system that is safe, accessible, affordable, reliable, and sustainable.

Study Topic Areas



BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

➤ **City of Richmond, Citywide Transit Stop Access Improvements, Richmond, CA (2023-Ongoing)**

Kimley-Horn is working with the City of Richmond and the local transit agency, GRTC, to provide engineering design services to improve pedestrian access at approximately 100 bus stops around the City. The project is funded with federal Congestion Mitigation and Air Quality (CMAQ) funds. Design services include the design of combinations of Americans with Disabilities (ADA) curb ramps, ADA-accessible boarding and alighting areas, sidewalk, and crosswalks at 100 unique bus stop locations. Kimley-Horn also is providing environmental services to assist in completion of the National Environmental Policy Act (NEPA) documentation, bid phase support services, and construction phase engineering support services.



➤ **PennDOT Bureau of Public Transportation (BPT), Susquehanna Regional Transit Authority (SRTA) Bus Shelter Assessment, Design, and Improvement Services, Harrisburg and York, PA (2022-Ongoing)**

Under an on-call contract with PennDOT BPT, Kimley-Horn is providing an assessment of SRTA's bus stops along two routes in both Harrisburg and York, PA. The assessment is focused on creating uniform assessment criteria and will allow for future implementation by SRTA staff. The criteria for evaluation will be focused on various parameters (e.g., signage, shelter condition, ADA accessibility, visibility, etc.). The field data collected for the assessment will be used to create a prioritization plan for these routes for capital programming within SRTA. Additionally, Kimley-Horn is developing a typical application of bus stop construction for use by SRTA for standardization and branding.

➤ **City of Rochester, Bus Stop Improvement Project, Rochester, MN (2023-Ongoing)**

Kimley-Horn is providing final design and permitting services to the City of Rochester for numerous bus stop improvements within the Rochester Public Transit (RPT) system. The number of bus stops included in the project will range between 83-421 stops. This includes replacing bus shelters and benches that have exceeded their useful life, improving bus stops to be more accessible to all and follow standards set by the Americans with Disability Act of 1990 (ADA), and potential installation of lighting and bus information displays at major bus stops. The scope of work includes preparing a class of action determination, navigating the NEPA review process, and preparing information for SHPO consultation, along with completing field work, bus stop site assessments, and design and specifications for each stop slated for improvements. Since the project utilizes federal funds, the project team must follow all FTA requirements and procedures.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

> **City of Oklahoma City, MAPS 4 Bus Stop Improvements, Oklahoma City, OK (2022-Ongoing)**

MAPS programs are capital investment initiatives to improve quality of life in Oklahoma City, funded by a series of temporary penny sales taxes. The first began with the original MAPS vote in 1993. It originally stood for “Metropolitan Area Projects” but is now known simply as MAPS. MAPS 4 is the next generation of MAPS programs. Kimley-Horn is assisting the MAPS Office in the development and design of up to 250 bus stops. In addition to accessibility upgrades, improvements at the stops could include new shelters, bicycle racks, lighting, or other amenities. Services include planning, design, and construction administration services for each stop. Services also include meeting with City officials, stakeholders, and user groups as well as making presentations to the MAPS 4 Connectivity Subcommittee, MAPS 4 Citizens Advisory Board and City Council along with the various design review committees as established by ordinance.

> **Orange County Transportation Authority (OCTA), Santa Ana Transit Study, Santa Ana, CA (2021-2023)**

Kimley-Horn worked with OCTA to implement transit improvements along the McFadden Avenue corridor and 1st Street corridor within the City of Santa Ana. OCTA identified potential impacts to the high-quality transit corridors due to the proposed changes in the City’s 2020 Circulation Element update, which included roadway reconfigurations and reductions of existing or planned travel lanes to incorporate active transportation projects. Kimley-Horn provided a review of current and future corridor conditions as well as assessments of current infrastructure relevant to TSP system components, recommended appropriate transit supportive strategies, and identified costs, responsibilities, and a timeline for OCTA and the City’s future efforts along these corridors.

> **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA (2018-2023)**

Kimley-Horn is the prime consultant for an 18-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort is leading the project through alternatives analysis, CEQA environmental approval, and preliminary engineering with the route including a combination of street-running and freeway-based alignments. The project, which is a key element of Metro’s Twenty-Eight by ’28 Vision in preparation for the 2028 Summer Olympics, will connect the Metro North Hollywood B (Red) Line (heavy rail) and G (Orange) Line (BRT) Station with the L (Gold) Line in Pasadena. The



project is emphasizing Metro’s emerging Transit Oriented Communities (TOC), First-Last Mile, and Sustainability initiatives with more than 20 station options being selected based on a wide range of metrics including Value Capture potential. The project provides a “showcase” of BRT prototypes applicable to a wide regime of urban roadways ranging from narrow constrained minor arterials to major boulevards and provides complete street solutions integrating on-street bus lanes and BRT stations with vehicular traffic movements, bicycle facilities, sidewalks and the pedestrian realm, and active transportation projects. The team delivered a completed Alternatives Analysis and Draft EIR in 2020 along an accelerated timeline (in a little over two years), and advanced the project with preparation of the FEIR and PE in 2021.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

Minimum Qualifications

A. Five Similar Projects Within Last 36 Months – Please refer to the similar project descriptions provided in the previous section under “Similar Project Experience.”

B. Contract Defaults / Bankruptcy / Credit – Kimley-Horn has never been terminated for cause or default. We do not track terminations for convenience. Kimley-Horn has never filed for bankruptcy.

C. Penalties for Non-Compliance – No federal, state, or local tax liens have been assessed against Kimley-Horn.

D. Investigation for Non-Compliance – Kimley-Horn is not under investigation for any charge or claim for noncompliance.

E. Licensed to do Business in California – Kimley-Horn is licensed to do business in the State of California and is in good standing with the State of California Secretary of State.

F. Knowledge of Professional Staff – Our key project staff have more than 5 years of experience completing BSIP and other transit projects involving the planning and design of bus stop improvements. This experience is detailed in the resumes included in section 2.

G. Financial Capacity – Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2022, the Company had total assets of \$1.2 billion and stockholder's equity of approximately \$266 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million operating line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact:

Michael Pugsley, Senior Vice President, Wells Fargo Bank, N.A., 150 Fayetteville Street, Suite 600, PO Box 3008, Raleigh, NC 27601, (919) 881-6469. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

4. Technical Approach

Work Plan

The scope of services identified in the Request for Proposal (RFP) lists specific work tasks and deliverables that are expected by the City of Montebello. Kimley-Horn agree to perform the RFP scope of services with the conventions, clarifications, and modifications listed below.

Task 0: Project Management

Kimley-Horn will schedule, prepare for, and lead up to 20 project team meetings including a kick-off meeting at the commencement of this project. Meetings will be bi-weekly at the beginning and can be less frequent, but as frequent as necessary to keep project development progress moving efficiently. The Kimley-Horn team will prepare meeting minutes to document meetings and track action items. These minutes will be sent to the City and project team following the conclusion of the meeting within two business days. Both Kimley-Horn and PMM task lead staff will be present at these meetings. Kimley-Horn will submit progress reports summarizing work performed during the previous period and invoices monthly. The date of recurring submittal will be determined by the City.

TASK 0 DELIVERABLES:

» Kickoff Meeting

» Progress Reports/Invoices

» Bi-Weekly Meetings

Task 1: Bus Shelter Inventory

The Kimley-Horn team will do an inventory of the existing conditions for approximately 900 bus stops in the Montebello Bus Lines system both inside the jurisdiction of the city and outside of it. Prior to the inventory, the Kimley-Horn and PMM team will review the April 2022 Comprehensive Operations Analysis (COA) Final Report to gather an understanding of current MBL routes and future changes. This inventory includes on-site visits and analysis (digital photos, measurements, notes), data entry and tabulation, EZTRAK portal access for the City and Kimley-Horn, plus a one-year license (from project completion) to the portal where the City can update and maintain inventory as repairs are completed and amenities are replaced and rough order of magnitude cost. The user-friendly interface will allow the City to see real-time updates as inventory data is populated into the map. The specific detail for each of the bus stops in the interface will provide the City with full understanding of the existing conditions. This will allow the City flexibility in what needs to be recorded during the survey process at their determination. The inventory will assign each bus stop a rating or score based on its current state. The scale of this rating and its determinants will be agreed upon by Kimley-Horn and the City, unless the predetermined scale is sufficient. The final inventory data will also be downloadable to GIS format from the EZTRAK software. The inventory assessment is estimated to take between four and six weeks to complete. Examples of the EZTRAK portal interface are shown below. They include the bus stop details, bus stop inventory, and the PMM inventory condition rating criteria.

The Kimley-Horn team will prepare a Bus Stop Inventory and Existing Conditions Technical Memo at the completion of the bus stop inventory. This memo will include a summary of the existing conditions of the inventoried Montebello Bus Lines bus stops that will include but is not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> ▲ GIS locations ▲ Existing bus lines and routes at each stop ▲ Number of bus stops per route ▲ Street names ▲ Bus route numbers ▲ Risks and liabilities under federal, state, and local accessibility law (ADA) | <ul style="list-style-type: none"> ▲ Existing amenities <ul style="list-style-type: none"> » Bus Shelters » Benches » Trash Receptacles » Near-side and Far-side Locations » Signs » Lighting |
|--|---|

This technical memo will also include a list of ADA-compliant, ADA non-compliant, and accessibility recommendations for bus stop upgrades in a separate section.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***TASK 1 DELIVERABLES:**

Bus Stop Inventory and GIS Mapping

Bus Stop Inventory and Existing Conditions Technical Memo

Kimley-Horn requests that the technical memo is limited to no more than two rounds of reviews and feedback, with a maximum of five business days for each necessary review.

Bus Stop Details

Stop ID	Stop Name	Shelter Type	Bench Type	Trash Can	ADA Compliant	Value	QA/QC	Surveyor	Time Stamp	Action
1013	ALO/MADRIS SW	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	No (1)	\$5,562.00	✓	Raquel	03/20/2023 @ 11:54 am	
1041	BLM N/EXCELSIOR	None	None	None	No (3)	\$0.00	✓	Raquel	03/20/2023 @ 12:03 pm	
1315	ROS/BLOOMFIELD	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	No (2)	\$5,562.00	✓	Rosa	03/20/2023 @ 12:06 pm	
1379	SHOE/ROSCRANS	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	No (1)	\$5,562.00	✓	Raquel	03/20/2023 @ 12:19 pm	
1376	SHOE/TOM WHT SE	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	Yes	\$5,562.00	✓	Raquel	03/20/2023 @ 12:28 pm	
1338	ROS/GRNSTONE SE	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	No (1)	\$5,562.00	✓	Rosa	03/20/2023 @ 12:38 pm	
1374	SHOE/FOSTER	None	Other	Presido W/ Liner	No (2)	\$2,154.00	✓	Raquel	03/20/2023 @ 12:39 pm	
1089	FOS/GRNSTONE NE	None	Backless 3-Seat w/4 Arms	Presido W/ Liner	Yes	\$5,562.00	✓	Raquel	03/20/2023 @ 12:48 pm	

Bus Stop Inventory

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

1	2	3	4	5
Hazardous	Poor	Fair	Good	Excellent

SIGNAGE

- 5 No noticeable defects, no aging or wear visible. (NEW)
- 4 Only minor deterioration, some aging and wear visible.
- 3 Moderate deterioration, evidence of Font wear/fading, sign function adequate
- 2 Serious deterioration, evidence of physical damage, sign function inadequate
- 1 No longer functions, sign in need or replacing

BIKE RACK

- 5 No noticeable defects, no aging or wear visible. (NEW)
- 4 Only minor deterioration, some aging and wear visible.
- 3 Moderate deterioration, cosmetic wear, function is still adequate
- 2 Serious deterioration, evidence of physical damage, function inadequate
- 1 Hazardous, in need of replacement immediately

LIGHTING

- 5 Excellent light source, close proximity
- 4 Good
- 3 Moderate
- 2 Poor
- 1 Bad, unsafe distance from bus stop

SHELTER

- 5 No noticeable defects, no aging or wear visible. (NEW)
- 4 Only minor deterioration, some aging and wear visible
- 3 Moderate deterioration, cosmetic wear, function is still adequate
- 2 Serious deterioration, evidence of physical damage, function inadequate
- 1 Hazardous, in need of replacement immediately

BENCH

- 5 No noticeable defects, no aging or wear visible. (NEW)
- 4 Only minor deterioration, some aging and wear visible.
- 3 Moderate deterioration, cosmetic wear, function is still adequate
- 2 Serious deterioration, evidence of physical damage, function inadequate
- 1 Hazardous, in need of replacement immediately

TRASH CAN

- 5 No noticeable defects, no aging or wear visible. (NEW)
- 4 Only minor deterioration, some aging and wear visible.
- 3 Moderate deterioration, cosmetic wear, function is still adequate
- 2 Serious deterioration, evidence of physical damage, function inadequate
- 1 Hazardous, in need of replacement immediately

PMM Condition Rating Criteria

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Task 2: Design Recommendations**

The Kimley-Horn team will prepare a Bus Stop Design Recommendations Report that will create a standard for the bus stops. The team will create up to five classifications for bus stops and present these in a table format. In addition to this table, an analysis will be done of these recommendations to meet regional standards. These classifications will include different aspects that improve the current state of bus stops in the Montebello Bus Lines system. These design recommendations for each classification include but are not limited to:

- | | |
|------------------------------------|--|
| ▲ Accessibility | ▲ Cyclist volume and usage |
| ▲ Visibility | ▲ Sidewalk repair |
| ▲ Traffic flow | ▲ Cost |
| ▲ Lighting | ▲ Infrastructure design (factoring in sustainability) |
| ▲ Location improvement | ▲ New Logo Integration |
| ▲ ADA construction (if applicable) | ▲ Pick-up and drop-off location adjustments if needed. |
| ▲ Pedestrian volume | ▲ Case study examples from other cities |
| ▲ Traffic control identification | |

TASK 2 DELIVERABLES:

- Bus Stop Design Recommendations Report



Kimley-Horn requests that the recommendations report is limited to no more than two rounds of reviews and feedback, with a maximum of five business days for each necessary review.

Task 3: Amenity Recommendations

The Kimley-Horn team will provide amenity recommendations through a Bus Stop Amenity Recommendations Report based on the survey from Task 1 and the design recommendations from Task 2 for each bus stop site. This report that will create a standard for bus stops for future improvements. The project team will create up to five amenity classifications for bus stops and present these in a table format. In addition to this table, an analysis will be done of these recommendations to meet regional standards. The amenity classifications and recommendations report will include different aspects that improve the current state of bus stops in the MBL system. Amenity recommendations will include but are not limited to:

- | | |
|---|--|
| ▲ Digital signage | (where applicable) |
| ▲ Bus shelter solar lights | ▲ Rough order-of-magnitude (ROM) cost estimates for improvements |
| ▲ Bus stops sign lights | ▲ Standardized recommendations for shelters and benches |
| ▲ Technology integration (where applicable) | ▲ Title VI analysis through KH-developed methodology |
| ▲ ADA compliance | ▲ Case study examples from other cities |
| ▲ Site improvements | |
| ▲ Bus pad installations | |
| ▲ Environmental friendliness | |

TASK 3 DELIVERABLES:

- Bus Stop Amenity Recommendations Report



Kimley-Horn requests that the recommendations report is limited to no more than two rounds of reviews and feedback, with a maximum of five business days for each necessary review.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Task 4: Bus Stop Assessment for Bus Stop Improvement Project**

The Kimley-Horn team will assess bus stops within the City's jurisdiction through the creation of a technical memo. There are approximately 200 bus stops within the City of Montebello. This task will be a more in-depth assessment of bus stops within the city limits and will include design factors and recommendations from Tasks 2 and 3. This assessment will be represented in a technical memo that will address and include the following:

- Design factor checklist, including alternative design options, risks and/or liabilities (local, state, federal levels, and accessibility law)
- Accessibility improvement recommendations
- General improvement recommendations to increase circulation and improve overall design (inclusion of Task 2 and Task 3 factors and recommendations)
- Comprehensive overview of cost estimates for bus stops within the City's jurisdiction and outside of the City's jurisdiction
- Line-by-line cost estimates for bus stop location improvements
- Cost estimates of removal of current infrastructure
- Environmental impacts (where applicable)
- General implementation plan

TASK 4 DELIVERABLES:

- Bus Stop Assessment and Improvement Technical Memo

Kimley-Horn requests that the assessment is limited to no more than two rounds of reviews and feedback, with a maximum of five business days for each necessary review.

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

The Kimley-Horn team will develop a construction RFP for the Development Phase of the project. This RFP will include the elements and recommendations from Tasks 1 - 4, with guidance and coordination from Montebello Bus Lines to confirm the design and goals of the project. This RFP will also include:

- Future cost estimates for consultant needs and each project element (based on Task 4 estimates)
- Coordination with utilities
- Comprehensive design and construction schedule
- List of bus stops within the City's jurisdiction needing improvements/upgrades, and bus lines effected by construction

The Kimley-Horn team will also provide evaluation assistance to Montebello Bus Lines to choose the recommended design options to include in the RFP. This RFP will include both a draft version and final version, with the latter to be approved by the City.

TASK 5 DELIVERABLES:

- Draft Bus Stop Plan and Design RFP
- Final Bus Stop Plan and Design RFP

Kimley-Horn requests that the RFP is limited to no more than two rounds of reviews and feedback, with a maximum of five business days for each necessary review.

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Project Schedule**

Task #	Task/Subtask/Deliverables	2024											
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	
0	Project Management												
0.1	Kickoff Meeting	★											
0.2	Progress Reports/Invoices												
0.3	Bi-Weekly Meetings												
1	Bus Shelter Inventory												
1.1	Bus Shelter Inventory and GIS Mapping												
1.2	Bus Stop Inventory and Existing Conditions Technical Memo												
2	Design Recommendations												
2.1	Bus Stop Design Recommendations												
3	Amenity Recommendations												
3.1	Bus Stop Assessment and Improvement Technical Memo												
4	Bus Stop Assessment for Bus Stop Improvement												
4.1	Bus Stop Assessment and Improvement Technical Memo												
5	Plan and Design of Development Phase/RFP Creation												
5.1	Draft Bus Stop Plan and Design RFP												
5.2	Final Bus Stop Plan and Design RFP												

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



Project Controls

Project Management

Kimley-Horn has developed a project management system that benefits both you and our company. We know how much efficient project management means to our clients, so our project managers attend special ongoing training sessions to improve their project management skills and to look for ways to more efficiently serve our clients. Our internal Management Information System allows our project managers to monitor the progress of projects continuously so that “mid-course corrections” can be made as the needs of the project change.

Throughout this project, we will provide you:

- Progress reports that highlight task-related activities and also allow identification and resolution of problems or issues before they affect schedule and budget.
- Regular and concise technical reports that summarize the findings of each specific task so that project team members can continually evaluate the project's progress.
- Reports and results of public meetings and workshops.
- Ongoing electronic communications among members of the project team allowing the team to keep up with the progress of the project and upcoming meetings and activities.
- User-friendly invoices so you can stay up-to-date on all project management activities.

Quality Control

Since our founding, Kimley-Horn has aggressively pursued its commitment to quality for every task and deliverable provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance (QC/QA) manual that every project manager is required to know and use. The objective of our QC/QA program will be to take steps to see that deliverables conform to your scope and that errors and omissions are reduced. Our program is based on the philosophy that:

- **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully.
- **Quality is secured** through the careful surveillance of work activities by individuals who are not directly responsible for performing the Initial efforts.
- **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services.
- **Quality is verified** through independent reviews by a qualified staff member of the process, procedures, documentation, supervision, technical direction, and staffing associated with the project development.

Our QC/QA program involves the review of project documents and supporting data by our project manager and key staff, who will direct individual tasks. This program includes, but is not limited to:

- A project-specific quality control plan will be developed that incorporates the contract requirements. The quality control plan will identify the deliverables that will go through the quality review process and when these reviews will take place during the project schedule.
- Project meetings and decisions will be documented by a “paper trail.” Documents will be supported by appropriate data that will clearly show choices evaluated and the basis for our recommendations.
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed.

KIMLEY-HORN QUALITY CONTROL IS



Achieved

Through adequate planning, coordination, supervision, and technical direction



Controlled

By assigning a manager to evaluate all work flow and procedures



Secured

Through careful surveillance of work activities by parties not involved in the initial efforts



Verified

Through independent reviews by qualified staff

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



- Telephone conversations and meetings that include or affect a project decision will be documented. Meeting minutes will be promptly prepared and distributed to attendees for confirmation of decisions made, and then filed after appropriate corrections are made.
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the document analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected.
- Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced with bimonthly full team meetings with the project manager.

Schedule and Cost Control Procedures

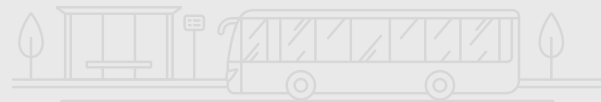
Kimley-Horn is well suited to manage and administer your project. We are prepared to commit the necessary resources to support the success of your efforts. Moreover, we also have the tools that tell us exactly how and when to implement these resources. While this can be perceived as an internal issue to Kimley-Horn, the tools we use to manage and administer a project are really for the client's benefit, because a firm basis is established for on-time, within-budget delivery of all services. Schedule and budget are extremely important to Kimley-Horn, and our resources will allow us to meet the goals established for your project.

To assist our project managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proved to be a valuable tool.

Schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop for your project, as we do for every project we undertake, a work plan that allocates item and person-hour commitments by individual for each task. Twice monthly, the MIS generates a Project Effort Report showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget.

Cost control is achieved through two independent processing systems within our MIS program that we integrate to provide a complete financial overview of each individual task, as well as the entire project. Project managers have a Real-Time Effort application that provides live staff time status on projects and tasks. This level of tracking allows us to control project budgets and to keep our clients fully informed of the administrative aspects of each project.



BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

5. Exceptions

Kimley-Horn has reviewed the sample Professional Services Agreement and would like to discuss the following modifications with the City.

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement.
- b. ~~RFP No. 24-7, attached hereto as Exhibit "A."~~
- c. CONSULTANT'S Proposal to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit "A" "B"**.
- d. CONSULTANT'S "Best and Final Offer" to RFP No. 24-7 dated, 2023, attached hereto as **Exhibit "B" "C"**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

The RFP is a bidding document only and not representative of the final scope, fee and contract terms negotiated between the parties and should not be included in the final agreement. Including multiple variations of the scope, fee, or terms and conditions creates confusion and inconsistencies that can create disagreements between the parties. Any specific terms and conditions included in the RFP (i.e. Federal Requirements) that need to be included in the final agreement should be specifically added to the agreement without the need to incorporate the RFP.

SECTION 2. SERVICES / COMPENSATION.

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 "A" "B"** hereto and incorporated fully herein by this reference.

SECTION 14. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, ~~protect~~ and hold harmless, CITY [...] for injuries or deaths of persons, or damage to property ~~to the extent~~ 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 ~~or active~~ negligence of CITY. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault.

Modifications consistent with the limitations set by CA Civil Code 2782.8.

SECTION 15. INSURANCE COVERAGE.

☐ **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. ~~Architects' and engineers' coverage shall be endorsed to include contractual liability.~~ [...]

Contractual liability is not commercially available under any A&E professional liability policy.

The policy or policies required by this Agreement shall be issued by an insurer admitted or authorized to do business 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.

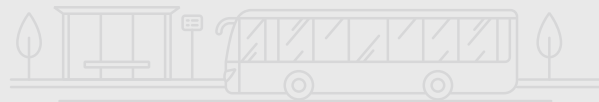
BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

Appendix

This section includes:

- ▲ Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution (Exhibit A)
- ▲ References (Exhibit B)
- ▲ Sample Certificate of Insurance (in response to Exhibit C)
- ▲ Cost Proposal Sheet (Exhibit D) – *This form has been uploaded separately in the Cost Proposal section of the PlanetBids e-Procurement Portal*
- ▲ Disadvantaged Business Enterprise Participation (Exhibit E)
- ▲ Bidder's List of Subcontractors (Exhibit F)



BUS STOP IMPROVEMENT PROJECT (BSIP)**Consulting Services**

RFP No. 24-7

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Bus Stop Improvement Project (BSIP) Consulting ServicesIndemnitor(s): Kimley-Horn and Associates, Inc.

(List all names)

THE APPLICABLE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION will be as outlined in the final Agreement between Kimley-Horn and Associates, Inc. and the City of Montebello for this project.

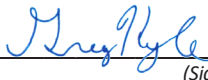
To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above referenced: RFP No. 24-7 **Bus Stop Improvement Project (BSIP) Consulting Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

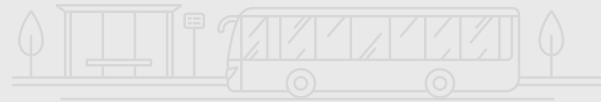
City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: <u>Gregory S. Kyle, AICP</u>	Name: _____
(Print)	(Print)
By: <u></u>	By: _____
(Signature)	(Signature)
Title: <u>Senior Vice President</u>	Title: _____
Date: <u>12/21/2023</u>	Date: _____

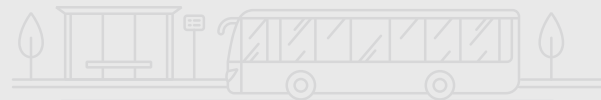
BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

EXHIBIT B**REFERENCES****List at Least Three (3) Professional References:**

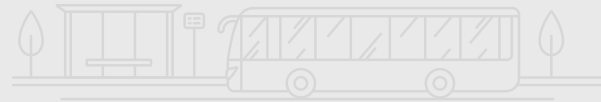
1	Project City/Agency/Other:	Virginia Department of Rail and Public Transportation (DRPT), Modernizing Transit Fleets	
	Person of Contact:	Daniel Wagner	
	Phone Number:	804.971.8011	
	E-mail Address:	daniel.wagner@drpt.virginia.gov	
	Address:	600 East Main Street, Suite 2102	
	City, State, Zip Code:	Richmond, VA 23219	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$750,000
Award Date:		03/28/2023	
Term of Contract:		Ongoing	
Description of Work:		Developing a resource guide for Virginia's transit agencies that wish to transition their fleets to low- and zero-emission vehicles. Responsibilities include exploring fleet transition best practices and lessons learned from industry partners and external stakeholders; developing financing tools for DRPT and Virginia's transit agencies to take advantage of available federal funding; recommending changes to DRPT's programs and technical guidance for capital and technical assistance programs; and building a framework for making Virginia's public transportation workforce competitive and prosperous in a rapidly changing economy.	

2	Project City/Agency/Other:	San Gabriel Valley Council of Governments (SGVCOG), San Gabriel Valley Transit Study	
	Person of Contact:	Roy Choi	
	Phone Number:	626.373.2687	
	E-mail Address:	roychoi@sgvcog.org	
	Address:	4900 Rivergrade Road, Suite A120	
	City, State, Zip Code:	Irwindale, CA 91706	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$ 2,343,933
Award Date:		06/01/2021	
Term of Contract:		Ongoing	
Description of Work:		The project was initiated through a two-phase project approach. The first phase began with establishing the study area, defining mobility problems, and creating initial concepts to be screened and refined for further study. Phase I also included ridership forecasting, high-level cost information, and extensive community and stakeholder outreach. It concluded with a Vision Plan, which identified several east/west and north/south concepts for bus rapid transit (BRT) implementation. The second phase examines the	

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

		Vision Plan further, refining these concepts and selecting a single east/west and north/south concept. The second phase focuses on conceptual engineering and working with stakeholder agencies to develop lane configurations within their existing right-of-way to accommodate high-quality transit service.
--	--	--

3	Project City/Agency/Other:	Orange County Transportation Authority (OCTA), Santa Ana Transit Cooperative Study	
	Person of Contact:	Alicia Yang	
	Phone Number:	714.560.5362	
	E-mail Address:	ayang@octa.net	
	Address:	550 S. Main Street	
	City, State, Zip Code:	Orange, CA 92868	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$249,400
		Award Date:	04/09/2021
		Term of Contract:	04/09/2021 – 01/17/2023
		Description of Work:	Implementation of transit improvements along the McFadden Avenue corridor and 1st Street corridor within the City of Santa Ana. Provided a review of current and future corridor conditions as well as assessments of current infrastructure relevant to TSP system components, recommended appropriate transit supportive strategies, and identified costs, responsibilities, and a timeline for OCTA and the City's future efforts along these corridors.

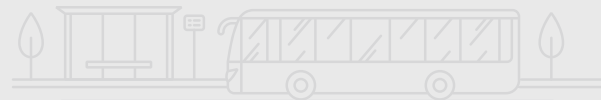
BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

EXHIBIT B**REFERENCES****List at Least Three (3) Professional References:**

1	Project City/Agency/Other:	Los Angeles County Metropolitan Transportation Authority, North Hollywood to Pasadena BRT Planning and Environmental Study	
	Person of Contact:	Scott Hartwell	
	Phone Number:	213.922.2836	
	E-mail Address:	hartwells@metro.net	
	Address:	One Gateway Plaza, Box 194	
	City, State, Zip Code:	Los Angeles, CA 90012-2952	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$12,520,454
Award Date:		05/30/2018	
Term of Contract:		Ongoing	
Description of Work:		Kimley-Horn is the prime consultant for an 18-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley that encompasses the North Hollywood and Eagle Rock districts of Los Angeles along with the Cities of Burbank, Glendale, and Pasadena. The effort is leading the project through alternatives analysis, CEQA environmental approval, and preliminary engineering with the route including a combination of street-running and freeway-based alignments.	

2	Project City/Agency/Other:	Virginia Department of Rail and Public Transportation (DRPT), Virginia Transit Equity and Modernization Study & Bus Stop Analysis	
	Person of Contact:	Grant Sparks	
	Phone Number:	804.786.7425	
	E-mail Address:	grant.sparks@drpt.virginia.gov	
	Address:	600 East Main Street, Suite 2102	
	City, State, Zip Code:	Richmond, VA 23219	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$1,511,864
Award Date:		05/07/2021	
Term of Contract:		2 years (05/07/2021 – 02/15/2023)	
Description of Work:		The Kimley-Horn team customized a condition assessment software application to accommodate the features of a bus stop and allow for desktop review of locations (KHAMS Bus Stop). Assessments included rating the condition and accessibility of each stop and the presence or absence of key features, such as sidewalks, benches, shelters, and lighting. Locations of stops were extracted from GTFS data, covering more than 15,000 individual stop locations. The team developed a vulnerable populations index (VPI) based on US Census Tract Block Group data and analyzed the distribution of stops by agency type, VPI, and rural versus urban areas, to develop a	

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

		statistically representative sample of stops for analysis within the application. The result of the analysis informed the action plan and recommendations regarding bus stop design and basic infrastructure requirements.
--	--	--

3	Project City/Agency/Other:	City of Oklahoma City, MAPS 4 Bus Stop Improvements	
	Person of Contact:	David Todd	
	Phone Number:	405.297.3461	
	E-mail Address:	david.todd@okc.gov	
	Address:	200 N. Walker	
	City, State, Zip Code:	Oklahoma City, OK 73102	
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$485,770
Award Date:		03/22/2023	
Term of Contract:		Ongoing	
Description of Work:		Assisting the MAPS Office in the development and design of up to 250 bus stops. In addition to accessibility upgrades, improvements at the stops could include new shelters, bicycle racks, lighting, or other amenities. Services include planning, design, and construction administration services for each stop. Services also include meeting with City officials, stakeholders, and user groups as well as making presentations to the MAPS 4 Connectivity Subcommittee, MAPS 4 Citizens Advisory Board and City Council along with the various design review committees as established by ordinance.	

BUS STOP IMPROVEMENT PROJECT (BSIP)

Consulting Services



Client#: 238109

KIMCLASS

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/28/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins Co of Pittsburgh	
		INSURER B : Allied World Assurance Co (U.S.) Inc.	
		INSURER C : New Hampshire Insurance Company	
		INSURER D : Lloyd's of London	
		INSURER E :	
INSURER F :		NAIC # 19445 19489 23841 085202	

COVERAGES**CERTIFICATE NUMBER: 23-24****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			03127930	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Evidence of Coverage**CERTIFICATE HOLDER**

Sample Certificate

CANCELLATION

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

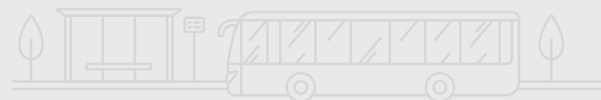
AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1
 #S5412891/M5396840

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JNO02

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

EXHIBIT E
**STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Precision Material Management

Firm Name

PO Box 4749 Cerritos, CA 90703

Address

626.327.6348

Phone Number

LLC

Type of Business

Current DBE Certification? ☒ Yes* ☐ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ \$62,496

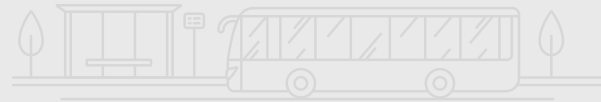
% of Total Contract 34.58%

Signature:

A handwritten signature in blue ink that reads "Gregory S. Kyle".

Gregory S. Kyle, AICP

Date: 12/21/2023

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Business & Contact Information**

BUSINESS NAME **PRECISION MATERIAL MANAGEMENT, LLC**
 OWNER **Mr. Jason Johnson**
 ADDRESS **12433 Sunnycreek Ln
Ste 1700
Cerritos, CA 90703 [\[map\]](#)**
 PHONE **626-327-6348**
 EMAIL **jbjohnson11@gmail.com**
 WEBSITE **<http://www.precisionmaterial.net>**
 ETHNICITY **Black American**
 GENDER **Male**
 COUNTY **Los Angeles (CA)**

Certification Information

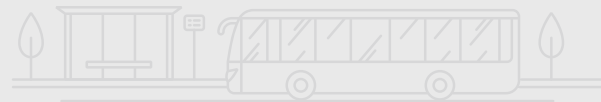
CERTIFYING AGENCY **Los Angeles County Metropolitan Transportation Authority**
 CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**
 CERTIFIED BUSINESS DESCRIPTION **Logistics and IT products and services**

Commodity Codes

Code	Description
NAICS 493110	General Warehousing and Storage
NAICS 541614	Process, Physical Distribution, and Logistics Consulting Services
NAICS 561990	All Other Support Services

Additional Information

WORK DISTRICTS/REGIONS **All work districts/regions**
 CUCP PUBLIC DIRECTORY
 CERTIFICATION NUMBER **44000**

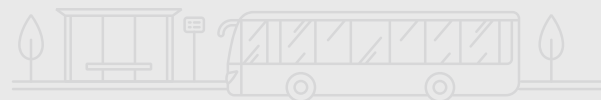
BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> Precision Material Management	<i>Phone</i> 626- 327- 6348	☐ < \$1 million	Bus Stop Inventory	☒ YES
<i>Address</i> PO Box 4749	<i>Fax</i> N/A	☒ < \$5 million		☐ NO
<i>City State ZIP</i> Cerritos, CA 90703		☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		44000
		☐ > \$15 million		Age of Firm (Yrs.) 8
<i>Name</i> N/A	<i>Phone</i>	☐ < \$1 million		☐ YES
<i>Address</i>	<i>Fax</i>	☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		☐ < \$15 million		Age of Firm (Yrs.)
		☐ > \$15 million		
<i>Name</i> N/A	<i>Phone</i>	☐ < \$1 million		☐ YES
<i>Address</i>	<i>Fax</i>	☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		☐ < \$15 million		Age of Firm (Yrs.)
		☐ > \$15 million		

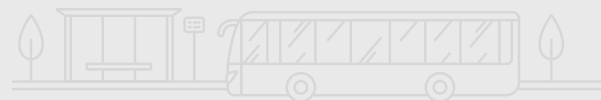
BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services*

RFP No. 24-7

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
N/A		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
N/A		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)

BUS STOP IMPROVEMENT PROJECT (BSIP)*Consulting Services***Business & Contact Information**

BUSINESS NAME	PRECISION MATERIAL MANAGEMENT, LLC
OWNER	Mr. Jason Johnson
ADDRESS	12433 Sunnycreek Ln Ste 1700 Cerritos, CA 90703 [map]
PHONE	626-327-6348
EMAIL	jbjohnson11@gmail.com
WEBSITE	http://www.precisionmaterial.net
ETHNICITY	Black American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Logistics and IT products and services

Commodity Codes

Code	Description
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NAICS 541614	Process, Physical Distribution, and Logistics Consulting Services
NAICS 561990	All Other Support Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	44000

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CONTACT:

JOHN JACKSON

✉ John.Jackson@kimley-horn.com ☎ 213.261.4034

📍 660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

www.kimley-horn.com

Kimley»Horn

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**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4180
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **February 28, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Kimley-Horn and Associates, Inc., an out of state corporation registered to do business in California (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide a detailed analysis of the entire MBL bus stop infrastructure by conducting a comprehensive survey and inventory of all bus stops within and beyond the City's jurisdiction, while also providing design and amenity recommendations for potential improvements, including associated costs.; and

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

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

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated October 26, 2023 ("RFP No. 24-7"), as such is set forth fully in **Exhibit "A,"** attached hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 24-7, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 24-7 dated December 21, 2023, attached hereto as **Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 24-7 dated February 1, 2024, attached hereto as **Exhibit "C"**.

PROFESSIONAL SERVICES AGREEMENT NO. 4180

Page 2 of 13

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 24-7 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$169,996)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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

SECTION 3. TERM.

This Agreement shall commence on **February 28, 2024**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **February 28, 2025** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein..

SECTION 4. PERFORMANCE.

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

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar

PROFESSIONAL SERVICES AGREEMENT NO. 4180

Page 3 of 13

services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

PROFESSIONAL SERVICES AGREEMENT NO. 4180

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SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

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SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its

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employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the

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CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

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

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

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

e. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and upon renewal of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

f. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

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j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

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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.

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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.

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

With a copy to:

City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

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If to Contractor: Kimley-Horn and Associates, Inc
Attn: Gregory S. Kyle, AICP, Senior Vice President
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017
(213)-261-4109
Greg.kyle@kimley-horn.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any

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term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

("CONTRACTOR")

**KIMLEY-HORN AND ASSOCIATES,
INC**

Raul Alvarez, City Manager

Gregory S. Kyle, AICP, Senior Vice
President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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EXHIBITS

- Exhibit A – RFP No. 24-7
- Exhibit B – Contractor's Proposal to RFP No. 24-7 dated December, 21, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 24-7 dated February 1, 2024

Exhibit “A”

RFP No. 24-7

Exhibit “B”

CONTRACTOR’S PROPOSAL TO

RFP NO. 24-7 DATED DECEMBER, 21, 2023

Exhibit “C”

**CONTRACTOR’S “BEST AND FINAL OFFER” TO
RFP NO. 24-7 DATED FEBRUARY 1, 2024**



ITEM # 9

**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: APPROVE AGREEMENT NO. 4183 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE THREE, FORTY-FOOT, HEAVY DUTY HYDROGEN FUEL CELL TRANSIT BUSES

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4183 with New Flyer of America, Inc. (New Flyer), to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Transit Buses; and
2. Authorize the City Manager and/or their designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The three (3) Fuel Cell Electric Buses (FCEBs) will be purchased using Federal Transit Administration (FTA) grant CA-2023-202-00, Fiscal Year 2013 State Transit Assistance (STA) Capital Reserves, and grant funds available in Senate Bill 1 (SB1)/State Transit Assistance (STA) originally awarded in Fiscal Year 2022-23 (SB1/STA FY 22/23). There is a total funding allocation of \$4,910,913 in the designated grants. The estimated cost to purchase the three (3) transit buses is Four Million, Seven Hundred Fifty-Three Thousand, Seven Hundred and Seven Dollars \$4,753,707, including a two percent (2%) contingency. The table below specifies the funding sources, account numbers, and the corresponding amounts to be utilized from each funding source:

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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<u>FUNDING SOURCES</u>	<u>ACCOUNT NUMBER</u>	<u>BALANCE</u>
LACMTA (SB1 STA 22/23)	202-922-2023-6082	\$ 979,191
LACMTA (STA CAPITAL RESERVE)	270-9026-6082	\$ 177,141
FTA Grant (CA-2023-202-00)	270-9065-2023-202-6082	\$ 3,597,375
TOTAL		\$ 4,753,707

The FY 2023-24 Transit budget has funding appropriated in the above accounts and amounts, therefore no budget amendments are required. A summary of the total project expenses, including the bus purchase, training and tooling, contingency allotment, contract deliverables, and taxes is shown below:

<u>PROJECT EXPENSES</u>	<u>TOTAL</u>
New Flyer Buses (3)	\$ 4,222,701
Training and Tooling	\$ 178,816
Tax	\$ 267,735
Subtotal	\$ 4,669,252
Contingency (2% of the base amount)	\$ 84,455
TOTAL EXPENSES	\$ 4,753,707

BACKGROUND/DISCUSSION:

Montebello Bus Lines (MBL) manages a transit fleet consisting of sixty-six (66) active 35-40 foot buses, including three electric (3), twenty-six hybrid (26), and thirty-seven (37) Compressed Natural Gas (CNG) buses. This fleet serves over 2.6 million riders annually across thirteen local communities. To ensure the delivery of quality and reliable transportation services to the City of Montebello and neighboring areas, MBL consistently evaluates and assesses the condition of its fleet.

In line with the City's Administrative Policy: Capital Asset Policy (VI-C-3), MBL staff recommends the replacement of three (3) New Flyer CNG transit buses (manufacturer year 2009). These buses have exceeded the service life of twelve years as established by the Federal Transit Administration (FTA). This strategic initiative not only aims to sustain fleet operations but also aligns with the Innovative Clean Transit Regulation. This regulation encourages transit agencies to progressively transition towards 100-percent zero-emission bus fleets, contributing to a more sustainable and environmentally friendly public transportation system.

These buses will be purchased through a procurement process outlined in Montebello Municipal Code ("MMC") Section 3.20.125 – "Piggybacking Purchasing Agreement," as authorized under California Government Code section 54202 and is FTA approved. In accordance with MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer (Attachment A) using the base pricing and terms established in the Washington State Transit Bus Cooperative Master Contract, No.06719-01 (Cooperative

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Contract No. 06719-01), which expires on March 31, 2024 (Attachment B).

New Flyer has fully complied with all the stipulated requirements, technical specifications, and provided necessary documentation in accordance with Cooperative Contract No. 06719-01. MBL staff has thoroughly reviewed all federal clauses (Attachment C) and procurement documents. In addition, MBL predominantly operates a fleet of New Flyer CNG and Electric powered transit buses, procuring additional buses from the same manufacturer aligns with the City's ongoing efforts to standardize its fleet. If approved, the delivery of all three (3) buses is anticipated on or before Spring 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

Following the guidelines outlined in MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer utilizing Cooperative Contract No. 06719-01, provided that the estimated price of purchase is lower than the estimated price of purchase if made directly by the City.

Staff conducted a base market price analysis to ensure the proposed purchase price provides the best value to the City. New Flyer's proposal and cost sheet were compared to similar bus purchases from neighboring agencies and transit agencies with operational structures similar to MBL. The data used in the analysis is illustrated in the table below:

Table 1: Comparable Bus Purchase from other Agencies			
Vendor	Vehicle	Contract Type	Base Price Amount
Sunline Transit Agency	New Flyer 40'	▪ California Department of General Services Statewide Contract 1-19-23-17B	\$1,345,451.90
Santa Cruz Metro	New Flyer 40'	▪ California Department of General Services Statewide Contract 1-19-23-17B	\$1,345,451.90
Foothill Transit (Both Contracts were used)	New Flyer 40'	▪ California Department of General Services Statewide Contract 1-19-23-17B ▪ Washington State Transit Bus Cooperative Master Contract, No.06719-01	\$1,345,451.90
Washington State Transit	New Flyer 40'	▪ Washington State Transit Bus Cooperative Master Contract, No.06719-01	\$1,306,165.23

Under the Cooperative Contract No. 06719-01, the contractor can freely purchase and/or

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repair equipment at their convenience. Table 2 illustrates the anticipated total expenditure that the city expects for a single FCEB.

Table 2: New Flyer's proposed Cost Sheet			
New Bus Purchase (Cost per bus)	New Flyer 40'	- CAD/AVL - Custom APC - Avail's Infotainment Device - Drivers Barriers	\$1,407,567

Based on the analysis, staff recommends replacing three (3) CNG transit buses, considering their age and mileage. New Flyer offers a competitive total base cost of \$4,490.435 (Attachment D). Leveraging Cooperative Contract No. 06719-01 via the "piggyback" procurement option allows the City to customize buses for MBL's operation at a bid-consistent base price. This approach ensures cost-effectiveness, capitalizes on competitive pricing, and aligns with the City's municipal code, enhancing MBL's transit fleet efficiency at a fair market price.

SUMMARY:

Staff recommends that the City Council consider approving Agreement No. 4183, attached hereto in substantial form (Attachment A), with New Flyer to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Transit Buses using the base pricing and terms established in Master Contract, No. 06719-01 in an amount not to exceed Four Million, Seven Hundred Fifty-Three Thousand, Seven Hundred and Seven Dollars (\$4,753,707); authorize the City Manager and/or their designee to approve change orders for up to two (2%) of the contract amount as necessary; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Proposed Purchase Agreement with New Flyer of America, Inc.
2. Attachment B - Washington State Transit Bus Cooperative Master Contract
3. Attachment C - Federal Required Clauses
4. Attachment D - New Flyer Proposal and Cost Sheet

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PURCHASE AGREEMENT NO. 4183
WITH NEW FLYER OF AMERICA, INC.**

THIS PURCHASE AGREEMENT ("Agreement") entered into on February 28, 2024, by and between the CITY OF MONTEBELLO, a California municipal corporation (hereinafter "CITY"), and NEW FLYER OF AMERICA, INC. (hereinafter "SELLER") (collectively referred to herein as the "Parties" and individually as the "Party"), is made with reference to the following:

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between SELLER and THE STATE OF WASHINGTON ENTERPRISE SERVICES, pursuant to THE STATE OF WASHINGTON ENTERPRISE SERVICES issued a Competitive Solicitation No. 06719-01 "Procurement of 40-Foot Fuel Cell Electric Bus (FCEB) Coaches issued on March 4, 2020, and executed on April 1, 2021 (hereinafter "Washington State Transit Bus Cooperative Master Contract No. 06719-01"); and

WHEREAS, CITY seeks to procure from SELLER, and SELLER seeks to build and deliver to CITY three (3), new forty (40)-Foot Heavy Duty, Fuel Cell Electric Transit Buses (hereinafter the "Bus") for the Montebello Bus Lines (hereinafter "MBL") through Washington State Transit Bus Cooperative Master Contract No. 06719-01; and

WHEREAS, SELLER represents to CITY that it is fully qualified to provide the above-described services, that it is a validly existing corporation, formed and in good standing under the laws of the State of California and legally authorized to conduct the business in which it is currently engaged, and SELLER further represents it has the background, knowledge, experience and expertise necessary to provide CITY the Bus contemplated under this Agreement; and

WHEREAS, SELLER represents to CITY that is in full compliance with the federal procurement requirements and has provided all required certifications as dictated by the Federal Transit Administration (FTA); and

WHEREAS, the parties have negotiated upon the terms pursuant to which SELLER will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, CITY and SELLER agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The above "Recitals" constitute a material part hereof, and shall hereby be incorporated by reference as though fully set forth herein. Moreover, this Agreement consists of the following documents, in order of precedence, all of which as hereby referenced are incorporated herein

and made part of this Agreement, and shall be the entire Agreement between the Parties:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. SELLER'S Price Change Summary and Detail, modified specific to the Buses to be purchase by CITY (**Exhibit A**); Warranty (**Exhibit A.1**); Training (**Exhibit A.2**); Tools (**Exhibit A.3**); Publications (**Exhibit A.4**); and Drawings (**Exhibit A.5**)
- c. Federal Requirements (**Exhibit B**).
- d. Washington State Transit Bus Cooperative Master Contract No. 06719-01, as amended including all of the Contract Documents and Technical Specifications (hereinafter, the "Master Contract") (**Exhibit C**).
- e. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

In the event of a conflict with the terms outlined in the Master Contract, this Agreement and the above-referenced Exhibits, in order of precedence, shall prevail.

2. SCOPE OF WORK

2.1. Three (3), Forty-Foot (40-Foot) Heavy Duty, Fuel Cell Electric Transit Buses. SELLER shall build and deliver three (3) new, forty-foot (40-foot) Heavy Duty, Fuel Cell Electric Transit Buses as specifically described in this Agreement, and in accordance with the specifications and other project documents contained in the Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**). In case of any conflict between the terms of these documents, the terms of this Agreement and the "**NEW FLYER'S Price Change Summary and Detail,**" **Exhibits A and B**, shall control and prevail over Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**) and other exhibits.

As set forth in Master Contract and SELLER'S Price Change Summary and Detail (**Exhibits A and B**), the Buses shall contain Americans with Disabilities Act (ADA) Equipment.

2.2. All New Materials and Parts. SELLER shall utilize and incorporate all new material and parts into each of the equipment purchased pursuant to this Agreement.

2.3. Workmanship. SELLER covenants with CITY to furnish its best skill, judgment and efforts and to cooperate with the CITY and any other consultants or contractors engaged by CITY in providing the Bus. SELLER covenants to use its best efforts to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of CITY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work.

3. COMPENSATION

3.1. Total Maximum Compensation. As compensation for the Bus, equipment, goods and services set forth in this Agreement (referred herein as the “Scope of Work” or “Work”), the CITY shall pay and SELLER agrees to accept, the prices set forth in the “SELLER’S Price Change Summary and Detail,” **Exhibits A and B**. The total amount of the compensation to be paid hereunder for the satisfactory accomplishment and completion of all the Work set forth in this Agreement shall not exceed the following sums, unless agreed upon otherwise by both CITY and SELLER in writing:

- a. Total cost for three (3) Buses (including warranty, ADA equipment, and delivery) shall not exceed **Four Million, Seven Hundred Fifty-Three Thousand, Seven Hundred and Seven Dollars** (\$4,753,707).

3.2. Contingency Funding. SELLER acknowledges and understands that CITY has reserved contingency funds to be awarded to SELLER in addition to the Compensation defined above if and only if all of the following conditions are met:

- a. Upon construction of CITY’s Transit buses, SELLER using its best and experienced judgement determines that CITY requires additional parts, body panels, doors, supplies, tools and fixtures not included in **Exhibit A**; and
- b. SELLER submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, tools and fixtures; and
- c. CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and
- d. CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding “First Amendment” to this Agreement for the purpose of awarding SELLER additional funding from CITY’s approved Contingency Amount in an additional amount of up to, and including **Eighty-Four Thousand, Four Hundred and Fifty-Five Dollars** (\$84,455); and
- e. SELLER receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

3.3. Payment to SELLER. CITY shall pay and SELLER shall accept the amounts set forth in the “SELLER’S Price Change Summary and Detail,” **Exhibits A and B**, as full compensation for all costs and expenses of completing all Work set forth in this Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

All payments shall be made as provided herein, less any additional moneys withheld as

provided by Section 3.4 below.

The CITY shall make payments for the Buses in the following amounts:

- a. With regard to the three (3) Buses: One hundred percent (100%) of the unit price(s) upon the delivery and acceptance of each Bus to MLB's facility at **400 South Taylor Avenue, Montebello, California** and within thirty (30) calendar days of receipt of a proper invoice, provided that the CITY has the complete and full funding for this procurement as of that date;

3.4. Conditional Acceptance. In the event that any Bus does not meet all requirements and/or specifications for acceptance, CITY may, at its exclusive option, "conditionally accept" the Bus and place it into revenue service pending receipt of SELLER furnished materials and/or labor necessary to effectuate corrective action for acceptance of the Bus. For any conditionally accepted Bus, the payment shall be reduced by an "amount to be withheld" paid upon corrective action by SELLER. For the purposes of this Agreement, the "amount to be withheld" shall be equal to the estimated cost for parts and labor for the corrective action.

3.5. Spare Parts and/or Equipment. CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price proposal within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

3.6. Final Payment. CITY shall make its final payment(s) of the total Agreement price(s) plus any moneys withheld, as described in subsections 3.3 and 3.4, above, upon receipt of a final proper invoice and the following:

- a. Delivery and acceptance of all deliverables, including manuals and other documentation required by this Agreement, excluding training.
- b. Rectification of any deficiencies found during the acceptance of the Bus.
- c. Provision of any certifications as required by law and/or regulations.
- d. Completion of post-delivery audits required under the Agreement.

4. DELIVERY AND ACCEPTANCE SCHEDULE

SELLER shall deliver and ensure acceptance of the Bus no later than the dates set forth in the following schedule:

<i>ITEM</i>	<i>COMPLETION DATE</i>
Delivery of three (3) new 40-Foot Heavy Duty Fuel Cell Electric Buses	March 30, 2025
CITY Acceptance	Ten (10) days after Delivery of Bus to CITY

All of the goods, equipment and services shall be furnished and delivered to the MLB facility described in Section 3.3(a) above, in first class condition, complete and ready for service by the

Montebello Transportation Department and MBL. SELLER shall assume all costs and responsibility for delivery.

4.1. Intentionally deleted.

4.2. Unavoidable Delay. If SELLER is delayed at any time during the progress of the Work by the neglect or failure of CITY or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by CITY subject to the following conditions:

- a. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by SELLER by reasonable investigation before such award; including acts of God, strikes, riots, or from other similar "force majeure" causes or events beyond SELLER's control
- b. SELLER demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
- c. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- d. SELLER makes written request and provides other information to CITY as described in "Notification of Contractor Delay".

A delay meeting all the conditions of this Section shall be deemed an excusable delay. Any concurrent delay, which does not constitute an excusable delay, shall not be the sole basis for denying a request hereunder.

CITY reserves the right to rescind or shorten any extension previously granted, if subsequently CITY determines, that any information provided by SELLER in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, CITY shall not rescind or shorten any extension previously granted if SELLER acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by SELLER.

4.3. Notification of Contractor Delay. Notwithstanding "Unavoidable Delay" (Section 4.2 above), no extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with CITY within fourteen (14) calendar days after the commencement of the delay; and (2) a written application therefore, stating in reasonable detail the causes, the effect to date, and the probably future effect on the performance of SELLER under the Agreement, and the portion or portions of the Work affected is filed by SELLER with CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. CITY shall make its determination within thirty (30) calendar days after receipt of the application.

5. WARRANTY

As set forth in Master Contract, SELLER hereby warrants and guarantees to CITY that all of the

goods and equipment of the Bus contemplated in this Agreement shall be free from defects in material and workmanship for the periods specified in **Exhibit C** with respect to the entire Bus, subsystems and/or components.

6. NONDISCRIMINATION

In the performance of this Agreement, SELLER represents and agrees that SELLER, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, marital status, age, sexual orientation, handicap, or disability, in accordance with the requirements of state and federal. Such discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. SUBCONTRACTORS

SELLER shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of CITY, which may be withheld for any reason or for no reason. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement. No person or firm whose name is included in the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions shall be eligible to subcontract on any portion of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

SELLER shall not assign, sublease, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties set forth in Section 5 without the prior written consent of CITY. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to CITY pursuant to this Agreement, including the warranties set forth in Section 5. Any attempt to assign, sublease, or transfer this Agreement without prior written consent of CITY shall be null and void, and any assignee, sublessee, or transferee shall acquire no right or interest by reason of such attempted assignment, or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of SELLER, or of the interest of any general partner or joint venturer or syndicate member or covenant, if SELLER is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of SELLER, shall be construed as an assignment of this Agreement. For purposes of this Agreement, "control" means the ownership fifty percent (50%) or more of the voting power of the corporation.

9. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or

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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

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@montebellocal.ca.gov

If to SELLER: NEW FLYER of America, Inc.
Attn: Chris Stoddart, President
711 Kernaghan Avenue
Winnipeg, Manitoba
Canada R2C 3T4
(204)224-6387
Chris_stoddart@newflyer.com

10. INDEMNIFICATION

10.1. Indemnification for Acts or Omissions of SELLER. SELLER shall defend, indemnify, and hold harmless CITY, its elected and appointed officials, boards and commissions, officers, agents and employees (collectively hereinafter the "CITY") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, reasonable attorneys' fees, costs and expenses, which may accrue against the CITY arising out of, or resulting from the acts or omissions of SELLER or its officers, agents, employees, subcontractors or subconsultants, or related corporations attributable to its performance under this Agreement.

10.2. Indemnification for Claims Brought By Subconsultants of SELLER. In addition to Subsection 10.1, SELLER shall defend, indemnify, and hold harmless the CITY, from and against any and all proven third party damages, including reasonable attorneys' fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by SELLER or its subcontractors or subconsultants in connection with its performance under this Agreement.

11. INSURANCE

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

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

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

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

By executing this Agreement, SELLER further certifies as follows:

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

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

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

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

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

At all times during the Term of this Agreement, SELLER shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and

volunteers as an additional insured. SELLER shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

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

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

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

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

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

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

Procurement of insurance by SELLER shall not be construed as a limitation of SELLER's liability or as fall performance of SELLER's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

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

12. TERMINATION

12.1. Notice of Default and Termination. In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a nonmaterial breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the nonmaterial breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

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

12.2. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) days' written notice to SELLER as provided herein.

12.3. Payment Upon Termination.

If CITY terminates this Agreement as provided in Section 12.2, titled "Termination Without Cause", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, including costs, contract close-out costs and profit on work performed, less the amount previously paid or withheld with respect to the Compensation. If CITY terminates this Agreement as provided in Section 12.1, titled "Notice of Default and Termination", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation, which shall not include costs, close-out costs or profit on work performed.

12.4. Expiration. After full acceptance of the single Bus contemplated in this Agreement by CITY, this Agreement shall expire upon full payment of the Compensation by CITY to SELLER. Notwithstanding the foregoing, the Warranty Agreement shall remain in effect despite expiration of this Agreement.

13. REMEDIES FOR BREACH OF CONTRACT

13.1. Litigation Expenses. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.2. Liability of SELLER. SELLER shall be responsible for all damages resulting in whole or in part from the acts or omissions of SELLER or its subconsultants or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any legal rights or remedies which CITY may have under this Agreement or under applicable law.

13.3. Liability of CITY. CITY's contractual obligations to SELLER shall be limited to the payment of the Compensation provided for in this Agreement. In no event shall CITY be liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement unless otherwise specified herein.

14. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

15. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

16. COMPLIANCE

It is agreed that SELLER shall comply with and shall require its subcontractors to comply with all applicable local, state and federal laws and regulations including but not limited to those set forth to in the Master Contract.

17. DAYS

Any term in this Agreement referencing days of performance shall be deemed to be calendar days and not work (or business) days.

18. BINDING ON ASSIGNS

Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.

19. INDEPENDENT CONTRACTOR

SELLER is an independent contractor. As such, SELLER shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. SELLER is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

20. SEVERABILITY

For purposes of this Agreement, if any provision of this Agreement is deemed to be invalid or illegal, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement, and all Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein in a timely manner.

22. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

23. CAPTIONS

The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

24. CONSTRUCTION

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed by the Parties or their agents having all participated in the preparation of this Agreement.

25. COOPERATION/FURTHER ACTS

The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign such additional documents as may be necessary, appropriate and convenient as related to.

26. REFERENCES

All references to SELLER with respect to this Agreement shall include all personnel, employees, agents and subcontractors of SELLER.

27. WAIVER

A waiver by either Party of any breach or default of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. No waiver, benefit, privilege or service voluntarily given or performed by one Party

shall give the other any contractual right by custom, estoppel, or otherwise.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement in addition to the attached Exhibits, contains the entire agreement between CITY and SELLER and supersedes any prior or written statements or agreement between the Parties. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. No attempted waiver of any of the provisions herein, nor any change, amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

29. RISK OF LOSS.

CITY shall assume risk of loss of the Bus on delivery. Prior to delivery, SELLER shall bear the risk of loss of the Buses.

30. TITLE.

Title to the Buses shall pass to CITY upon acceptance of the Bus by CITY.

31. PRICE ADJUSTMENTS DUE TO REGULATORY CHANGES.

Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the proposal submission, such price adjustment shall be negotiated in good faith by CITY and SELLER.

32. SUBJECT DATA.

All "subject data". including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this Agreement shall remain the property of SELLER; provided however, CITY shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Buses.

33. EFFECTIVE DATE.

Unless otherwise specified herein, this Agreement shall become effective as of the date on which the last of the Parties, whether SELLER or CITY, executes said Agreement.

34. SIGNATURES.

SELLER affirms that the signatures, titles, and seals set forth hereinafter in execution of this Purchase Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MONTEBELLO, a California **NEW FLYER OF AMERICA INC.**

municipal corporation

("CITY")

("SELLER")

Raul Alvarez, City Manager

Chris Stoddart, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719-01

TRANSIT BUSES: HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

NEW FLYER OF AMERICA, INC.

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719

TRANSIT BUS – HEAVY DUTY

35 FT DIESEL, 40 FT DIESEL, 60 FT DIESEL, 35 FT HYBRID, 40 FT HYBRID, 60 FT HYBRID, 35 FT CNG, 40 FT CNG, 60 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC, 60 FT ELECTRIC, 40 FT HYDROGEN, 60 FT HYDROGEN CATEGORIES

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and New Flyer of America Inc., a North Dakota corporation (“Contractor”) and is dated and effective as of April 1, 2021.

RECITALS

- A.** Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).
- B.** Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.
- C.** Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.
- D.** The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.
- E.** Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses.

- F. Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.
- H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at its sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of

entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.
- 3.3. **PARTICIPANT CHANGE ORDERS.**
 - (a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.
 - (b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.
 - (c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.
 - (d) If any change under this clause causes an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor

gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.

(f) The Contractor must assert its right to an adjustment under this clause within 30 days after

1. receipt of a written change order under paragraph (a) of this clause or

2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.

(h) This clause does not supersede FTA Circular C 4220.1F.

3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1st each year. Prices shall be adjusted on June 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

For certainty, notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Participants and the Contractor.

3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).

- 3.6. **GOODS AND SERVICES ADDITION.** Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.
- 3.7. **PRICING OF GOODS AND SERVICE ADDITIONS.** Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI, 2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.
- 3.8. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work

performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

- 4.4. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor’s bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor’s bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- 4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor’s bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.
- 4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor’s bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants’ employees.
- 4.9. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor’s goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a "manufacturer's statement of origin" (MSO) and applicable state title application to register the Transit Bus with the Participant's applicable state licensing authority at the time of acceptance. Title to the bus shall pass to the Participant upon acceptance of the bus by the Participant.
- 4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.15. PAY EQUITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.16. SUBJECT DATA. All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this contract shall remain the property of the Contractor; provided however, the Participants shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Transit Buses. The Participants grant the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering-type work for the Transit Buses.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchase Order”). All order documents must reference the Master Contract number. Consistent with Participant’s procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant’s needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant’s agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant’s respective authorization authority for use of those FTA funds shall approve the Participant’s initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant’s respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.
- 5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor’s capacity to fulfill orders.
- 5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

- (b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed \$300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.
 - (c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.
 - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.
- 5.6. **PROTOTYPE BUSES.** If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

- 5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
 - If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
 - Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
 - Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay. For certainty, the reasons for such reasonable delay shall include but not be limited to, the neglect or failure of the Participant or by delay or failure of the Contractor caused by an event beyond its control, including, but not limited to, natural disasters, floods, fires, acts of war or terrorism, labor shortages, strikes or lock-outs or shortages or loss of transportation, then the time for completion of the work and/or the delivery dates shall be extended by the Participant by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the buses.
 - Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.
- 5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of \$250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.

- 5.9. **INSPECTION AND ACCEPTANCE OF TRANSIT BUSES.** Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract. For certainty, if the Transit Buses pass these tests or if the Participants do not notify the Contractor of non-acceptance within 14 calendar days after delivery of the Transit Buses, acceptance of the Transit Buses by the Participants shall be deemed to have occurred on the 14th day after delivery. Acceptance shall occur earlier if the Participants notify the Contractor of early acceptance or places the Transit Buses into revenue service.
- 5.10. **INSPECTION DEFECTS.** If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:
- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
 - Require Contractor to refund the price of any or all of the damaged goods; or
 - Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.
- Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.
- 5.11. **POST-INSPECTION REPAIR BY CONTRACTOR.** In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control. Upon completion of repairs, the fourteen (14) calendar day acceptance period shall re-commence as per section 5.9.

- 5.12. **CONTRACTOR SERVICE AND PARTS SUPPORT.** For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.
- 5.13. **PARTS AVAILABILITY GUARANTEE.** Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

- 5.14. **TERMINATION FOR WITHDRAWAL OF FUNDING.** If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination
- 5.15. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participant's agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 5.16. **ON SITE REQUIREMENTS.** While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 06719
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.2192% for payments within 10 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.

6.3. **MILESTONE PAYMENTS.** Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.

6.4. **OVERPAYMENTS.** Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.5. **NO ADVANCE PAYMENT.** No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.

6.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: David Mgebroff	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Tel: (360) 407-8049	Tel:
Email: david.mgebroff@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn:
Washington Dept. of Enterprise Services	
PO Box 41411	
Olympia, WA 98504-1411	
Email: greg.tolbert@des.wa.gov	Email:

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor

number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .00150.$$
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the

State to identify, process, and collect such sum, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. The Participants and their representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

- 11.1. **CONTRACTOR WARRANTY.** Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

- 11.2. **WARRANTY INFORMATION.** Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.
- 11.3. **SYSTEM WARRANTIES.** The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	5 years, 300,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	2 years, unlimited miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages.
- Air compressor.
- Air dryer.
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least 2 years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- | | |
|---|--|
| ▪ Engine | ▪ Driver's seat |
| ▪ Transmission or Traction Motor | ▪ Battery equalizer |
| ▪ Alternator | ▪ Radiator package |
| ▪ Starter | ▪ Exhaust emission components |
| ▪ Destination/Luminator (Major components) | ▪ A/C compressor and condenser/evaporator unit |
| ▪ Drive axle and non-drive axle(s) | ▪ Power steering unit |
| ▪ DVR unit, supporting electronics (Monitors) | ▪ Fuel cylinders (if applicable) |
| | ▪ Air compressor |
| | ▪ Wheelchair ramp (if applicable) |

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty (20%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

12.1. REPAIR PERFORMANCE. Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs. Minor/Major Warranty-covered repairs may be carried out by the Purchaser and reimbursed through New Flyer's on-line warranty system. New Flyer is available to assist in completing these warranty-covered repairs if needed. Whenever feasible and mutually beneficial, the Purchaser may provide a work space for New Flyer to accomplish the repair onsite as needed. This allows us to work with the Purchaser to return the bus to revenue service as quickly as possible. If shop space is unavailable, New Flyer will utilize one of its three subcontractors (Top Tempo, Tri-State, Coach Retrofit) with their own service facilities within the State of Washington area to perform the repairs and get the buses back into revenue service as soon as possible. In addition, Contractor can utilize its service centers for repairs within the State of Washington as needed. Major Component Warranty repairs should be carried out by the equipment suppliers (Engine, Transmission, Propulsion System, High Voltage Batteries, HVAC and Destination Sign Suppliers) in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer unless the Purchaser is an authorized warranty center. If the Purchaser elects to perform these repairs, without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided

12.2. REPAIRS BY THE CONTRACTOR. Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.

Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.

12.3. REPAIRS BY PARTICIPANT. If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.

12.4. DEFECTIVE COMPONENT RETURN. Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.

12.5. FAILURE ANALYSIS. Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.

- 12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.
- 12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.
- 12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.
- 12.9. WARRANTY AFTER REPLACEMENT/REPAIRS. If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

- 12.10. WARRANTY PROCESSING PROCEDURES. The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.
- bus number and VIN
 - total vehicle life mileage at time of repair
 - date of failure/repair
 - acceptance/in-service date
 - Contractor part number and description
 - component serial number
 - description of failure
 - all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing

- road calls
- labor
- materials
- parts
- handling
- troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

12.11. RETURN OF PARTS. When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number
- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.
- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. For certainty, the Participants shall assume risk of loss of the bus on delivery. Prior to delivery, the Contractor shall have risk of loss of the bus. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor

shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

- 15.1. **DISPUTE PROCEDURE.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
- 15.2. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

- 16.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 16.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

- 16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.
- 16.5. GOVERNMENTAL TERMINATION.
- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (b) TERMINATION FOR CHANGE OF AUTHORITY. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
 - (d) PAYMENT UPON TERMINATION. In the event of termination for any reason under this Section 16, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
- 16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable

Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 17.1. FTA INTEREST. The U.S. Federal Transit Administration (“FTA”) has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.
- 17.2. NOTIFICATION TO FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.
 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the award, this Master Contract, and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.
- 17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter

into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation,

contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.
- 18.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

- 18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Jennifer McNeill
Jennifer McNeill
Its: Vice President, Sales and Marketing

NEW FLYER OF AMERICA INC.,
a North Dakota corporation

By: Chris Stoddart
Chris Stoddart
Its: President, New Flyer

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

New Flyer of America, Inc.
6200 Glenn Carlson Dr.
St. Cloud, MN 56301

**FIRST AMENDMENT
TO
CONTRACT No. 06719-01
TRANSIT BUSES**

This First Amendment ("Amendment") to Contract No. 06719-01 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and New Flyer of America, Inc., a North Dakota corporation ("Contractor") and is dated as of June 1, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06719-01 for Transit Buses dated effective as of April 1, 2021 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

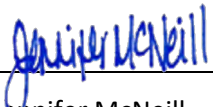
- 1. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to Section 3.4 of the Master Contract Economic Price Adjustment using the Bureau of Labor Statistics Index for Truck and Bus Bodies, Series No. WPU 1413 to determine a price change, the prices set forth in the Exhibit B – Prices are increased by 11.78%.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

NEW FLYER OF AMERICA, INC
A NORTH DAKOTA CORPORATION

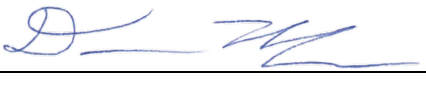
By: 

Name: Jennifer McNeill

Title: Vice President, Sales & Marketing

Date: August 22, 2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: David Mgebroff

Title: Strategy Supervisor

Date: August 24, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06719-01
New Flyer of America, Inc. 6200 Glenn Carlson Dr. St. Cloud, MN 56301	Amendment No.:	2
	Effective Date:	April 1, 2023

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT No. 06719-01
TRANSIT BUSES**

This Second Amendment ("Amendment") to Contract No. 06719-01 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and New Flyer of America, Inc., a North Dakota corporation ("Contractor") and is dated as of April 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06719-01 for Transit Buses dated effective as of April 1, 2021 ("Contract").
- B. The Parties previously amended the Contract June 1, 2022 for an economic adjustment of 11.78%.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **CONTRACT TERM.** Pursuant to Section 1 Term of the Contract, this Contract has been extended for an addition twelve (12) months, this extension term is until March 31, 2024.
- 2. **ECONOMIC PRICE ADJUSTMENT.** Section 3.4 of the contract is deleted in its entirety and replaced with the following:
ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the

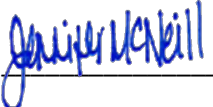
Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of February each year. Prices shall be adjusted on April 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

3. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to Section 3.4 of the Master Contract Economic Price Adjustment using the Bureau of Labor Statistics Index for Truck and Bus Bodies, Series No. WPU 1413 to determine a price change, the prices set forth in the Exhibit B – Prices are increased by 15.00%.
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**NEW FLYER OF AMERICA, INC.,
A NORTH DAKOTA CORPORATION**

By: 
Name: Jennifer McNeill
Title: Vice President, Sales & Marketing
Date: 3/31/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 3/31/2023

TRANSIT BUS COOPERATIVE PURCHASING AGREEMENT

BY AND BETWEEN THE STATE OF WASHINGTON ENTERPRISE SERVICES AND

THE CITY OF MONTEBELLO (AS "PURCHASER")

Pursuant to Washington law, Enterprise Services is authorized to

... Participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.

RCW 39.26.060(1). This broad delegation of authority by the State Legislature enables Enterprise Services, among other things, to leverage the state resources that we commit to providing innovative, cost-effective, and efficient solutions for Washingtonians to other governmental purchasing authorities.

Use of Enterprise Services' Master Contract, through this Cooperative Purchasing Agreement, is contingent upon the consent of the Enterprise Services. Upon execution of this Cooperative Purchasing Agreement, the under-signed entity is designated as an Authorized Purchaser ("Purchaser"), authorized to make purchases under Master Contract 06719. As stated in the attached *Competitive Procurement Certificate*, the Master Contract was competitively bid, evaluated, and awarded under the procurement laws of the State of Washington and meets Federal Transit Administration requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See RCW chapter 39.26 and Pub.L. 114-94. There are no pending protests or lawsuits pertaining to procurement or award of the Master Contract.

In accessing and utilizing the Master Contracts, pursuant to this Cooperative Purchasing Agreement, the parties agree as follows:

1. MASTER CONTRACT. Purchaser may make purchases from, access, and use the Transit Bus Master Contract #06719, consistent with the procurement law applicable to Purchaser and the terms of the Master Contract. The State of Washington makes no representation or warranty regarding Purchaser's governing law or whether this Master Contract is appropriate for Purchaser. That decision is up to Purchaser. In addition, the State of Washington makes no representation or warranty regarding whether the products and services available under this Master Contract is appropriate for Purchaser.
2. CONTRACT CONSENT. Consistent with Purchaser's procurement authority, Purchaser may propose and negotiate jurisdiction-specific terms with the applicable Contractor to meet Purchaser's needs, subject to agreement with the applicable Contractor. **Under no circumstances will Purchaser's jurisdiction-specific agreements change or modify the contract obligations between the State of Washington and the applicable Master Contract Contractor.** Upon execution of Purchaser's agreement with the Master Contract Contractor, Purchaser shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
3. ACCURATE PURCHASES. Purchaser shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract by Purchaser is a breach of this Cooperative Agreement for which Enterprise Services may void this agreement and any purchases by Purchaser under the Master Contract. Purchaser represent and warrant to use reasonable, good faith efforts to

assist the Contractor in obtaining and reporting to Enterprise Services, for purposes of the applicable Vendor Management Fee, accurate purchases under the Master Contract.

4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchaser modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Cooperative Purchasing Agreement and shall terminate the Agreement; and, in the event Purchaser modify, waive, or terminate the Vendor Management Fee Purchaser shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. **AGREEMENT MANAGEMENT; NOTICES.** The parties hereby designate the following individuals as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

ENTERPRISE SERVICES

Attn: David Mgebroff
Contracts & Procurement Division
WA Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8049
Email: david.mgebroff@des.wa.gov

CITY OF MONTEBELLO

Attn: John Soria
Transit Administration Manager
Montebello Bus Lines
400 S. Taylor Ave
Montebello, CA 90640
Tel: (323) 558-1625
Email: jsoria@cityofmontebello.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6. **COMMUNICATION.** In the event Purchaser becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchaser's reasonable judgment, could adversely impact the State of Washington, Purchaser shall communicate the same to Enterprise Services.
7. **CONTRACTOR DISPUTES.** Purchaser is responsible for resolving any disputes between Purchaser and the applicable Master Contract Contractor on their purchases. Purchaser shall notify Enterprise Services of any material dispute between Purchaser and the applicable Master Contract Contractor. Enterprise Services may assist Purchaser in resolving disputes with Master Contract Contractor(s).
8. **HOLD HARMLESS.** Other than those obligations expressly set forth in this Cooperative Purchasing Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Cooperative Purchasing Agreement or the Master Contract.
9. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; provided, however, that, upon notice to Enterprise Services, Purchaser may terminate Purchaser's participation in this Cooperative Purchasing Agreement at Purchaser's convenience upon Purchaser's termination of Purchaser's participation in the Master Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchaser shall pay applicable sales and use taxes imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or

services. Contractor agrees not make any charge for federal excise taxes and Purchaser shall furnish Contractor with an exemption certificate where appropriate.

11. **APPROVAL PROCESS.** Purchaser shall submit to Enterprise Services purchase information for approval of purchases under the Master Contract. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval. Purchaser shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, Department of Transportation contact for approval.
12. **PURCHASER INFORMATION.** Purchaser hereby designates the following contract administrator as the single point of contact for business activities under this Master Contract.

Purchaser Information	
Organization Name	City of Montebello Transportation Dept.
Tax Identification Number	95-6000746
State Business Identification Number (Required for Non-Profit entities)	
Contact Name	John Soria
Title	Transit Administration Manager
Address	400 S. Taylor Ave
City, State, Zip	Montebello, CA 90640
Phone Number	(323) 558 -1625
Email Address	jsoria@cityofmontebello.com

13. **SCOPE OF PARTICIPATION.** Purchaser shall provide Enterprise Services with Purchaser's estimates for purchases under the Master Contract. Purchaser shall provide updates on their estimated purchases if there is a material change in planned purchases under the Master Contract. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	\$5,355,000
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

GENERAL PROVISIONS

1. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.

2. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
3. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
4. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EFFECTIVE as of the day and date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Jamie Rossman
Title: Assistant Director
Date: 8/17/2021

**CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Young-Gi Kim Harabedian
Title: Director of Transportation
Date: 7/20/2021



02/06/2024

RE: Purchase Request #72

This document is in response to request dated 01/18/2024 for authorization to purchase transit buses from DES Master Contract #6719-01. Your request is as follows:

DES Contract #:

6719-01

Agreement/ FTA Grant Number

CA - 2023 - 202

Contractor/ Vendor Sales Rep

New Flyer

Delivery Address

400 S Taylor Avenue
Montebello, CA 90640

Vehicle Type

Heavy Duty Hydrogen Fuel Cell Transit Buses

Quantity

3

Bus Length (feet)

40

Fuel Type

Hydrogen Fuel Cell

The contract pricing established during the competitive bid process and the terms and conditions shall apply for this purchase. DES authorizes your organization to proceed in ordering the above referenced buses.

Thank you for your interest in doing business with the State of Washington. If you have any questions or concerns, please contact buspurchases@des.wa.gov.

Sincerely,

Vang, Ricky (DES)

Contracts & Procurement Division

Washington State Department of Enterprise Services

Gary Ashcroft
New Flyer of America
Contract Administration
State and Regional Procurement Department
6200 Glenn Carlson Drive
St Cloud, MN 56301

RE: Washington State Contract #06719

July 6, 2021

Dear Mr. Ashcroft,

On Friday July 2, 2021 the California Department of General Services was granted approval from the State of Washington State Department of Enterprise Services that California has been granted the approval to utilize their Transit Buses Contract #06719.

This contract is valid from 4-1-21 until 3-31-23. Per Washington's agreement each agency utilizing the contract must include the following in the body of any Purchase Order or Contract.

The base pricing for these transit buses is based on the Washington State Department of Enterprise Services Contract #06719 with valid dates of 4-1-21 until 3-31-23

Per the contact at the State the Washington the state approval list will be updated by 8-1-21.

Gary, this letter represents our departments approval for any public transit agency to utilize the Washington State Department contract. If you have any additional questions please reach out to me.

Sincerely,

Erik Mondelez
Contract Administrator
Procurement Division – Contracts Management Unit
DGS General Service – State of California
Phone 916.376.7181
Email Erik.Modelz@dgs.ca.gov

FEDERAL REQUIREMENTS

1.1 Federal Funding, Incorporation of FTA Terms

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

1.2 Federal Changes

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

1.3 No Government Obligation to Third Parties

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

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

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

1.5 Inspection and Retention of Records

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

1.6 Suspension and Debarment

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

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

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

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

1.7 Termination

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

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

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

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

1.8 Civil Rights Requirements

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - The CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - The CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

1.9 Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

There is no DBE project goal established for this project. At this time AGENCY will meet DBE goal on federally assisted projects through race neutral measures. AGENCY supports the use of race neutral measures to facilitate participation by DBEs and other

small businesses, and encourages prime contractors to subcontract portions of their work that might otherwise perform with their own forces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. DBE Replacement: The CONTRACTOR must make a good faith effort to replace a defaulting DBE Subcontractor with another certified DBE. The CONTRACTOR must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The CONTRACTOR must receive prior written approval on

the substitute DBE from AGENCY. The CONTRACTOR will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

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

14. Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the proposer does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

1.10 Buy America

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

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

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

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

1.11 Remedies/Sanctions for Breach of Contract

Pursuant to the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)]¹

1.12 Federal Prohibited Interest

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

1.13 Lobbying

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, **"New Restrictions on Lobbying."** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

1.14 Clean Air Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Clean Water Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16 Cargo Preference

The CONTRACTOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the CONTRACTOR in the case of a Sub-contractor's bill-of-lading).
- C. To include these requirements in all sub-contracts issued pursuant to this Contract.

1.17 Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.18 State Labor Provisions/ Labor Compliance/ Contract Work Hours and Safety Standards Act

1. Prevailing Wage Rates: Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on AGENCY-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

CONTRACTOR agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the Contract. These rates are made a part of this Contract by reference. The CONTRACTOR shall comply with Section 177.5 of the Labor Code of State of California for all apprentice-able occupations.

2. Labor Compliance. It is the policy of AGENCY that all CONTRACTORS and Sub-contractors engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this Contract, AGENCY shall institute a labor compliance program to monitor compliance. The CONTRACTOR shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926. CONTRACTORS and Sub-contractors by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the CONTRACTOR to obtain and adhere to the latest edition of the statutes and regulations **including, but not limited to, the following:**

A. Apprentices - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.

B. Certified Payroll - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.

Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.

Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.

E. Employee Interviews - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law

until compliance has been strictly effectuated. AGENCY may suspend or terminate a contract, or debar a CONTRACTOR from future contracts, for breach of the Labor Compliance Requirements.

4. Contract Work Hours and Safety Standards Act

- A. **Overtime requirements** - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

- C. **Withholding for unpaid wages and liquidated damages** — AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. **Subcontracts** - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide

fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1.19 Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.20 Safety and Health Regulation

The CONTRACTOR agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the CONTRACTOR agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The CONTRACTOR also agrees to include the requirements of this section in each subcontract.

1.21 Federal Energy Conservation Requirements

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

1.23 Access Requirements for Individuals with Disabilities

The Prime CONTRACTOR and all Sub-contractors on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C.A. § 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

1.24 Privacy Act

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

1.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the

proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

1.26 Drug-Free Workplace

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (**Certification of Drug-Free Workplace**).

1.27 Notification to FTA; Flow Down Requirement.

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

1.28 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

1.29 Seat Belt Use.

The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

1.30 Distracted Driving, Including Text Messaging While Driving.

The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.



Montebello Bus Lines

**Option Proposal for Three (3) – 40’
Hydrogen Fuel Cell Buses**



February 1, 2024

Rohan Anderson
Senior Management Analyst
Montebello Bus Lines, City of Montebello
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C: (323) 926-9337
E: randerson@montebellocal.ca

Subject: **Quotation for 40-foot Heavy-Duty Hydrogen Fuel Cell Transit buses**

Dear Rohan:

New Flyer of America Inc. is pleased to submit a revised option price quotation for the production of Three (3), 40-Foot Heavy Duty Hydrogen Fuel Cell Transit Buses based on New Flyer's contract with State of Washington (SoW).

The proposed buses will be technically configured as per SR-2641 with the necessary changes to go from a CNG to a fuel cell-electric bus, including the VMM1615 Multiplex Module and Titanium Fuel Management Module (AVM) from Fuel Master that are included in the base offer. Please be advised we do not use a conventional a/c compressor; the HVAC unit is electric with the a/c compressor built into the HVAC unit.

The price for three (3) buses – is **\$1,407,566.83/Bus USD** which includes Warranty, Publications, and Delivery.

This revised proposal contains the following modifications:

- A breakdown of the 470 and 600 option group per vendor and/or component in the pricing details (see Tab 2)
- The revised Training and Tooling and Diagnostics lists your organization has selected after your internal review (see Tabs 4 and 5). Please note, all *billable* Training and Tooling and Diagnostics have been included in the revised price change summary (see Tab 2)
- A separate list of the Avail Bill of Materials (BoM) included in our quote (see Appendix A). These items are the items included in our proposal.
- A Sales Information Bulletin (SIB) of the 7" color LCD touch screen included in the proposed buses. Please note this touch screen is default for New Flyer's battery-electric and fuel cell-electric buses as it allows for additional diagnostics and reporting.

Please refer to Tabs 1-2 for further details regarding the pricing.

We want to take this opportunity to highlight key elements of our proposal.

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 years / 300,000 miles warranty for axles (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles). Please refer to Tab 3 of our proposal for details. Warranty is *included* in the bus price.

- In addition to the warranty included in the base bus offering, New Flyer is proposing an *optional*

3-year extended warranty for the HVAC System to match SR 2524. See Tab 3 for further details.

Training: New Flyer Training is an organization within the New Flyer Customer Services group – a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology and electrical systems professionals. This enables us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to Tab 4 of our proposal for additional details regarding the training package. This package includes all training your organization has selected.

Tooling and Diagnostics: Tooling and Diagnostics is provided as per your organization's internal review. Please refer to Tab 5 of our proposal for additional details regarding our Tooling and Diagnostics package. This package includes all tooling and diagnostics your organization has selected.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road. Publications are included in the bus price. Please refer to Tab 6 of our proposal for additional details regarding our publications package.

Delivery Proposal: New Flyer is proposing a complete delivery by Q1 of 2025 based on a receipt of a Notice to Proceed within forty-five (45) days of this submission. Please note that delivery is included in the bus price.

Payment Terms: Following the terms and conditions of New Flyer's contract with the State of Washington, proposed payment terms are Net 30 days from acceptance. Acceptance is within 15 days of delivery.

This is a very important project to us as it allows us the opportunity to continue to build on the strong relationship we have enjoyed with Montebello Bus. It also affords us the opportunity to deliver to you, once again, some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you in the near future.

This proposal is valid for forty-five (45) days. Please indicate your acceptance by signing and returning a copy of the Price Change Summary to New Flyer, attention Adrian Graca, Business Segment Director – Municipal / Regional Transit Operators via email: adrian_graca@newflyer.com

Sincerely,

NEW FLYER OF AMERICA INC.



Nicole Robertus

Technical Sales Manager

C 204.299.6249

Nicole_robertus@newflyer.com

CC: Adrian Graca – Business Segment Director – Municipal / Regional Transit Operators
Walter Yang – Regional Sales Manager

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1	Price Change Summary
2	Price Change Detail
3	Warranty
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6	Publications
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Tab 1, Price Change Summary

New Flyer Response:

Please refer to the attached Price Change Summary for review.



Price Change Summary

Property:	Montebello
Option Origin:	SOW, BID 20-046
Sales Release No.:	SR-2641
Quantity:	3
Type:	XHE40
Price Change No.:	1
Revision:	C
Date:	26-Jan-24

	Each	Total
Original Contract Price Base Coach	\$ 1,306,165.23	\$ 3,918,495.69
Base Bus Price Change Total	\$ 101,401.60	\$ 304,204.80
Discounts (see Price change detail for more information)	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 1,407,566.83	\$ 4,222,700.49

ADA Equipment (Non-Taxable)	\$ 43,862.23	\$ 131,586.69
Delivery Fee (Non-Taxable)	\$ 9,526.00	\$ 28,578.00
Extended Warranties (Non-Taxable)	\$ -	\$ -
Non-Taxable Items Total	\$ 53,388.23	\$ 160,164.69
Base Price (Non-taxable items removed)	\$ 1,354,178.60	\$ 4,062,535.80

Training and Tooling (taxable)	\$ 59,605.42	\$ 178,816.25
Sales Tax @ 10.25% on bus price without non- taxable items, includes -Partial Exemption Certificate- Zero-Emission Transit Bus (3.9375%) for a total Tax rate of 6.3125%.	\$ 89,245.12	\$ 267,735.35
Total Base bus (without ADA/Delivery) plus tax	\$ 1,443,423.72	\$ 4,330,271.15
Total Bus with Tax, ADA and Delivery	\$ 1,496,811.95	\$ 4,490,435.84

Montebello Bus Lines
Option for Three (3) XHE40 Buses

Tab 2, Price Change Detail

New Flyer Response:

Please refer to the attached Price Change Detail for review.



Price Change Detail

Property:	Montebello
Option Origin:	SOW, BID 20-046
Sales Release No.:	SR-2641
Quantity:	3
Bus Type:	XHE40

Price per coach						
Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Total
Base Bus Price Change	2	421	Insulation		Remove Docket 90 requirements	(4,375.89)
	3	203	Suspension Front		Change Electronic Brake stroke monitor to Montebello requirement	(1,979.81)
	4	205	Tires		Change from steel wheels to Alcoa, polished, durabright wheels (7 wheels) (Per SoW)	292.68
	5	246	Air, Brake & Lev System		Change air dryer to Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).	107.26
	6	246	Air, Brake & Lev System		Change front air charge connector to Montebello requirements	277.30
	8	260	Battery Compartment		Change 2 East Penn 8D Batteries to 4 Northstar AGM group 31	773.14
	9	284	Elect - Side/Console		Delete auxillary jack locations on forward facing side of SDS box	(132.62)
	10	273	Exterior Lamp		Change rear tail light configuration to Montebello requirements	(74.18)
	11	286	Elect - Instrument & Switch		Change interior LEDS to Montebello requirements	341.92
	12	280	Passenger Signal		Change Pullcord configuration to Montebello requirements (Touchtape)	309.72
	13	304	Paint & Decal		Change Interior/exterior decals to Montebello specific	6,831.41
	14	209	Steering		Change steering column, Steering wheel, and foot switches to Montebello requirements	3,888.60
	15	422	Body A/P After Paint		Change Internal Sidewall color to Celes te Cashmere, 0.10" thick	(145.57)
	16	450	Flooring A/P		Change Floor covering to Capri TFCR 2760 for aisle and underseats	(1,427.26)
	17	460	Windows		Change window configuration to Montebello requirements	20,566.29
	19	470	Destination Signs		Change street side, curb side, and interior mirrors to Montebello requirements	249.41
	20	491	Door Exit		Change entrance/exit door system to Montebello requirements	6,423.09
	21	526	Seating & Stanchions		Change Insight resin shell seat to Vision stainless steel seats	4,641.56
	22	526	Seating & Stanchions		Change drivers seat buildup to Montebello requirements	(176.84)
	23	526	Seating & Stanchions		Change modesty panel material from Melamine to laminated sandwich with aluminum skin	2,214.66
	25	(blank)	Customer Options		(blank)	0.00
	26	600	Customer Options		Change fire detection/methane detection system to Montebello requirements	0.00
	27	600	Customer Options		Add bicycle rack system as per Montebello requirements (Per SoW)	1,677.00
	28	600	Customer Options		Delete DC to AC Power Inverter	(2,024.23)
	29	526	Seating & Stanchions		Change wheelchair ramp and switches per Montebello requirement	(4,380.70)
	30	600	Customer Options		Add Arow Global Drivers barrier door	12,262.80
	31	600	Customer Options		Add drivers storage box behind seat	171.10
	32	600	Customer Options		Add registration and maintenance holder	14.12
	33	600	Customer Options		Add 2 trash containers on luggage rack and dash panel	193.94
	34	526	Seating & Stanchions		Add overhead grabrail straps per Montebello spec	101.51
	35	549	HVAC System		Remove floor heater	(1,624.35)
	43	470	Destination Signs		Change from SOW with Hanover/Twin Vision Destination Signs to Montebello specific Aesys Destination Signs	(67.72)
	44	470	Destination Signs		Change from SOW to Montebello Specific Fuel Management System. System for Montebello will be Titanium Fuel Management Module (AVM) from Fuel Master.	944.59
	45	470	Destination Signs		Add Avail System (AVA/AVL and Automatic Passenger Counter) as per Montebello Specifications. See attached BoM breakdown in Appendix A)	55,528.68
Base Bus Price Change Total						101,401.60
Contract Spares Changes (Priced Separately)	46	Training	Deliverable		Add Montebello Specific Training	34,710.75
	47	Training	Deliverable		Add Montebello Specific Tooling	24,894.67
Contract Spares Changes (Priced Separately) Total						59,605.42
Grand Total						161,007.02

Tab 3, Warranty

New Flyer Response:

Please refer to the attached Warranty proposal for review.

Please note that Standard Warranty Pricing *is included* in the Bus Price.



CONTRACT DELIVERABLES LIST		Warranty
CUSTOMER NAME	Montebello	
OPTION NUMBER	2023-140	
BUS MODEL	XHE40 (136 kwh)	
QUANTITY	3	

Note: In addition to the warranty deliverables below, New Flyer is offering an Optional 3-year extended warranty on HVAC to Match SR 2524. Should this option be selected, the pricing will be \$2,767.50 USD / Bus, outside of the bus price.

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILES	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Propulsion System (Traction System, Controllers/Inverters and Gear Box)	Siemens/New Flyer of America	6	300,000	First 5 years covered by Siemens and the 6th year covered by New Flyer. All warranty claims to be submitted to New Flyer.
Hydrogen Fuel Cell	Ballard	6	250,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Hydrogen Fuel Cell DC to DC Converter	Ballard	6	250,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Cell High Voltage Batteries (136 kwh)	Xalt Energy/New Flyer Industries Limited	6	300,000	"Capacity fade is the relative reduction of the total amount of energy the battery system can store in a single charge for the purpose of powering the bus as compared to capacity at beginning of life (BOL). Capacity fade is warranted to 80% at year 6 when; 1) capacity measurements are taken from a balanced ESS, and 2) ESS is maintained in the manner described in the New Flyer Service Manual." "The string Battery Management System (BMS) controllers and Power Distribution Unit (PDU) are warranted for proper operation up to year 6 when the ESS is maintained in the manner described in the New Flyer Service Manual." All warranty claims to be submitted to New Flyer.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded



NEW FLYER OF AMERICA

Confidential - Destination Signs	Aesys	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	New Flyer of America	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Air Dryer	New Flyer of America	2	100,000	
Fire Suppression System	Amerex	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Power Steering	New Flyer of America	2	100,000	
Radiator Fan Drive	Modine	4	200,000	
Hydraulic Systems	New Flyer of America	2	100,000	
DC to DC Converter	Vanner	3	150,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
New Flyer Connect System	New Flyer of America	3	Unlimited	Warranty covers system and subscription for 3 years.
Paint	Axalta	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.

Tab 4, Training

New Flyer Response:

Please refer to the attached training selected by your organization for reference.

As per the base contract, Training *is not included* in the Bus Price.

DESCRIPTION	QTY HRS.	TOTAL SELLING PRICE AT BID	REQUIREMENT	BILLABLE: Y/N	Qty Hours	Cost	COMMENTS
Operator Orientation	4	\$ 986.85	Recommended	Y	0	\$ -	
Maintenance Orientation	4	\$ 986.85	Recommended	Y	0	\$ -	
Multiplex System	32	\$ 7,894.80	Recommended	Y	32	\$ 7,894.80	
Air System	4	\$ 986.85	Recommended	Y	4	\$ 986.85	
Suspension and Steering	8	\$ 1,973.70	Recommended	Y	8	\$ 1,973.70	
Coolant Loop Fill Procedure	4	\$ 986.85	Recommended	Y	0	\$ -	
Propulsion/Fuel Cell/ESS Familiarization/HV Safety	32	\$ 7,894.80	Recommended	Y	64	\$ 15,789.60	Requesting x2 Training, additional cost offset my reduction in tools
Propulsion/Fuel Cell/ESS Troubleshooting	16	\$ 3,947.40	Recommended	Y	32	\$ 7,894.80	Requesting x2 Training, additional cost offset my reduction in tools
HVAC Maintenance	8	\$ 4,050.00	Recommended	Y	8	\$ 4,050.00	
Fire Suppression/Gas Detection	8	\$ 3,780.00	Recommended	Y	8	\$ 3,780.00	
Siemens Propulsion Troubleshooting	24	\$ 14,580.00	Recommended	Y	24	\$ 14,580.00	
XALT ESS Troubleshooting	16	\$ 9,112.50	Recommended	Y	16	\$ 9,112.50	
Ballard Fuel Cell Level 1 & 2	24	\$ 20,250.00	Recommended	Y	24	\$ 20,250.00	
Ballard Fuel Cell Level 3	24	\$ 17,820.00	Recommended	Y	24	\$ 17,820.00	

Tab 5, Tooling and Diagnostics

New Flyer Response:

Please refer to the attached details of the Tooling and Diagnostics proposal for review.

As per the base contract, Tooling and Diagnostics **are not included** in the Bus Price. This proposal serves as a shopping list to best select the tools and equipment necessary for your operation.

Type	DESCRIPTION	EXTENDED SELLING PRICE	PURCHASE?	Total	Comment
Diagnostic Equipment	Intelligaire III Diagnostic Software & Cables	\$2,249.96	YES	\$ 2,249.96	
Diagnostic Equipment	PVSG Software	\$0.00	YES	\$ -	
Diagnostic Equipment	Cable - PVSG Interface	\$54.03	YES	\$ 54.03	
Diagnostic Equipment	Cable - Transtech VR Interface	\$321.81	YES	\$ 321.81	
Diagnostic Equipment	Siemens PCAN Interface Harness	\$203.07	YES	\$ 203.07	
Diagnostic Equipment	USB CAN Adapter - Siemens Interface	\$397.31	YES	\$ 397.31	
Diagnostic Equipment	UDS Software - Vector Indigo	\$3,400.64	YES	\$ 3,400.64	
Diagnostic Equipment	Annual Maintenance - Vector Indigo	\$612.14	YES	\$ 612.14	
Diagnostic Equipment	Vector Keyman USB Dongle	\$139.79	YES	\$ 139.79	
Diagnostic Equipment	Indigo Interface - Vector VN1630 Log	\$2,617.80	YES	\$ 2,617.80	
Diagnostic Equipment	CANPiggy 1057GCap - Vector	\$553.28	YES	\$ 553.28	
Diagnostic Equipment	CANcable 2Y - Vector Indigo	\$108.89	YES	\$ 108.89	
Diagnostic Equipment	XALT Service Tool Software	\$0.00	YES	\$ -	
Diagnostic Equipment	XALT Interface Cable - Batteries	\$206.01	YES	\$ 206.01	
Diagnostic Equipment	Kit - XALT SPI Tool Universal	\$2,496.26	YES	\$ 2,496.26	
Diagnostic Equipment	Modine BTMS Software	\$0.00	YES	\$ -	
Diagnostic Equipment	Danfoss Software - Berendsen Pwr Strg	\$0.00	YES	\$ -	
Diagnostic Equipment	Cables Kit - Berendsen Pwr Strg	\$351.66	YES	\$ 351.66	
Diagnostic Equipment	Ballard Software	\$0.00	YES	\$ -	
Diagnostic Equipment	Diag Cable - Ballard RDU	\$394.36	YES	\$ 394.36	
Special Tools	TK A/C Tool Kit - TE15 R407c	\$22,626.84	YES	\$ 22,626.84	Needed if TK Air Compressors are to be installed.
Special Tools	Assy - H2 Tank Pressure Interface	\$880.94	YES	\$ 880.94	
Special Tools	Valve Instl Tool	\$1,665.74	YES	\$ 1,665.74	
Special Tools	Ballard Special Tools Kit, HD7	\$1,272.85	YES	\$ 1,272.85	
Special Tools	Kit - Pressure Test Tool	\$1,805.53	YES	\$ 1,805.53	
Special Tools	Head Wrench, Dessicant Canister	\$270.39	YES	\$ 270.39	
Special Tools	Kit - ESS Coolant Pressure Tester	\$1,153.44	YES	\$ 1,153.44	
Special Tools	Kit - ESS Coolant Pressure Fill	\$4,960.31	YES	\$ 4,960.31	
Special Tools	Assy, Lift Beam ESS Rack	\$4,927.86	YES	\$ 4,927.86	
Special Tools	Boom, Forklift Adapter	\$3,556.39	YES	\$ 3,556.39	
Special Tools	Lifting Adapter Assy - Siemens PEM	\$1,015.46	YES	\$ 1,015.46	
Special Tools	Lifting Device - XALT XMOD Battery Modules	\$1,765.80	YES	\$ 1,765.80	
Special Tools	Key, Cam Latch #4 (ESS Triangle Key)	\$4.29	YES	\$ 4.29	
HV Tools	Plug - MSD Blank	\$163.38	YES	\$ 163.38	
HV Tools	Cap - 12 PK Bus Bar Protective Cvr	\$381.28	YES	\$ 381.28	
HV Tools	Conductivity Meter	\$555.50	YES	\$ 555.50	
HV Tools	modular test lead kit	\$265.86	YES	\$ 265.86	
HV Tools	wiha 1/4 in ratchet set insulated SAE	\$655.25	YES	\$ 655.25	
HV Tools	wiha 1/4 in ratchet set insulated Metric	\$655.18	YES	\$ 655.18	
HV Tools	16 PC 3/8 drive socket set	\$536.80	YES	\$ 536.80	
HV Tools	wiha open end wrench insulated metric	\$708.67	YES	\$ 708.67	
HV Tools	wiha open end wrench insulated sae	\$880.55	YES	\$ 880.55	
HV Tools	Wiha insulated Serrated Tweezers Straight	\$65.92	YES	\$ 65.92	
HV Tools	Wiha insulated Serrated Tweezers Angled	\$91.83	YES	\$ 91.83	
HV Tools	insulated crimper 30 - 6 Awg 7"	\$60.03	YES	\$ 60.03	
HV Tools	wire striper 6 - 3/8 overall 20 to 10	\$54.15	YES	\$ 54.15	
HV Tools	insulated water pump pliers v-jaw	\$100.28	YES	\$ 100.28	
PPE	ARC Flash Protection Clothing Kit - 2PC Medium	\$819.27	YES	\$ 819.27	
PPE	ARC Flash Protection Clothing Kit - 2PC Large	\$819.27	YES	\$ 819.27	
PPE	ARC Flash Protection Clothing Kit - 2PC XL	\$819.27	YES	\$ 819.27	
PPE	ARC Flash Protection Clothing Kit - 2PC 2XL	\$915.69	YES	\$ 915.69	
PPE	ARC Flash Protection Clothing Kit - 2PC 3XL	\$983.12	YES	\$ 983.12	
PPE	ARC Flash Protection Clothing Kit - 1PC Medium	\$651.16	YES	\$ 651.16	
PPE	ARC Flash Protection Clothing Kit - 1PC Large	\$651.16	YES	\$ 651.16	
PPE	ARC Flash Protection Clothing Kit - 1PC XL	\$651.16	YES	\$ 651.16	
PPE	ARC Flash Protection Clothing Kit - 1PC 2XL	\$874.07	YES	\$ 874.07	
PPE	ARC Flash Protection Clothing Kit - 1PC 3XL	\$874.07	YES	\$ 874.07	
PPE	Black electrical glove kit, Size 7	\$148.99	YES	\$ 148.99	
PPE	Black electrical glove kit, Size 8	\$148.99	YES	\$ 148.99	
PPE	Black electrical glove kit, size 9	\$148.99	YES	\$ 148.99	
PPE	Black electrical glove kit, size 10	\$144.63	YES	\$ 144.63	
PPE	Black electrical glove kit, size 11	\$151.86	YES	\$ 151.86	
PPE	Black electrical glove kit, size 12"	\$144.63	YES	\$ 144.63	
PPE	HV Blanket 3' x 3'	\$495.41	YES	\$ 495.41	
PPE	Blanket Clamp 9-1/2" L, 5" Opening	\$35.02	YES	\$ 35.02	
PPE	Hv Warning sign	\$19.26	YES	\$ 19.26	
PPE	Arc Flash Warning sign	\$14.30	YES	\$ 14.30	

Tab 6, Publications

New Flyer Response:

Please refer to the attached Publications for review.

Publications are included in the Bus Price, as per the base contract.

CONTRACT DELIVERABLES PROPOSAL		PUBLICATIONS rev a. November 2, 2023
PRIMARY CUSTOMER NAME		Montebello
PUBLICATIONS CUSTOMER NAME		City of Montebello
EIN#		
BID NUMBER		2023-140 (refresh of 2022-121)
SR #		
BUS MODEL		XHE40
QUANTITY		3
CUSTOMER PROGRAM MANAGER		
PROPULSION SYSTEM		Siemens - ELFA3 Electric Drive System includes 1BD2016PEM 160kw Traction Drive Motors, Inverters, E-drive Controls and related components
FUEL CELL RANGE EXTENDER		BALLARD - FCMove Fuel Cell Range Extender
PROPULSION SYSTEM FUEL		H2 - Five Agility ACF Type 5 Tanks with total system capacity of 37.5 kg and Luxfer WEH TN1 and TN5 fast fill receptacle
HIGH VOLTAGE SYSTEM ESS		Xalt - TBD kWh Total Capacity Two String Rooftop
12/24V BATTERIES		Odyssey group 31 Absorbed Glass Matt (AGM) maintenance free batteries. 1150 CCA
AIR COMPRESSOR		Powerex - Scroll type, direct coupled electric motor driven
AIR DRYER		Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge)
COOLING-Fuel Cell		Modine - 9 Fan Fuel Cell Radiator
COOLING-Drive Unit		EMP - 2 Fan Roof Mounted radiator for Traction Motor and Inverters
COOLING-ESS		Modine - Battery Thermal Management System
FRONT AXLE		M.A.N. - VOK-07-F GAWR 15,873 lbs., Disc brakes, Hub mount, Knorr cylinders, Ferodo lining
REAR AXLE		M.A.N. - HY-1350-F Ratio 5.67:1, GAWR 28,660, Disc brakes, hub mount, Knorr cylinder, Ferodo lining.
ABS		Meritor WABCO - 24V with ATC
POWER STEERING		Sheppard - M110 Gear Box, Berendson Electric Pump
HVAC UNIT		TK - TE15 Rear Mount electric unit
HVAC CONTROLLER		TK - Intelligaire III
HVAC COMPRESSOR		TK - Electric driven integrated in HVAC unit
CABIN HEATER		Valeo - Thermo DC200 electric heater
DEFROSTER		Grayson
FLOOR HEATERS		MCC
PLC MULTIPLEX		Vansco - VMM 1615
WINDOWS		Arow Global - non-flush mounted
ENTRANCE DOOR		Vapor - Slide Glide, electric
EXIT DOOR		Vapor - Medium Slide Glide, electric
STRUCTURE		Carbon Steel/Ferritic SST (12 year corrosion warranty)
INTERIOR LIGHTING		New Flyer - 24V LED
INFOTAINMENT		Luminator
DRIVERS DOOR		Arow Global - DPS
DRIVERS SEAT		Recaro - Ergo AM80
PASSEGER SEATS		American Seating - Vision
PASSEGER SEAT - Capacity		39
DESTINATION SIGNS		AESYS - 24V LED
BIKE RACK		Sportworks - DL2-NP
WHEELCHAIR RAMP		New Flyer - 32" 1:7 Slope at Entrance Door
KNEELING - Front		New Flyer - SmartRider Lite Electronic Kneeling & Levelling
APC		INFODEV - DA200
AVM		Fuel Master
FSS		Amerex - SafetyNet
FIRE DETECTORS		New Flyer - In all ESS Enclosures
VEHICLE MONITORNG SYSTEM		New Flyer - CONNECT with DMS
AVA/AVL SYSTEM		Avail

City of Montebello

New Flyer Standard Bus Publications			This is for one XHE40 Option Build of 3 Buses Only	
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 3-hole laminated)	3	With First Bus Delivery	6	Emergency information to be onboard each bus.
Operator's Guide (8.5x11 3-hole)	2	With First Bus Delivery	6	
Parts Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Service Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Vehicle System Drawings Manual (Incl. Elect, Air, Hyd, Cool, HVAC, PLC schems, layouts on 11x17 3-hole regular paper)	2	Within 30 Business Days After Last Bus Delivery	6	
TIV USB	2	Within 30 Business Days After Last Bus Delivery	6	USB Includes only NF Manuals plus OEM manual below identified with ""
Sub Total				
OEM Supplier Publications			This is for one XHE40 Option Build of 3 Buses Only	
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Siemens E-Drive Propulsion System OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		Includes 1BD2016PEM Traction Drive Motors, Inverters, E-drive Controls and related components. *
ELFA3 System User Guide (Safety, Installation, Operation, Maintenance, Diagnostics and Parts information documents)	2	"	N/A	*
Ballard FCMove Fuel Cell OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
System User Documentation	2	"	N/A	*
ESS Batteries OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		

Xalt System User Guide	2	"	N/A	*
Modine BTMS OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
BTMS Service Manual	2	"	N/A	*
EMP Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
TK2 Oil Cooler Operation and Maintenance Manual	2	"	N/A	*
CP Oil Cooler Troubleshooting Manual	2	"	N/A	*
Modine Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
9 Fan Fuel Cell Cooler Service and Diagnostic Manual	2	"	N/A	*
Thermo King HVAC OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Maintenance Manual	2	"	N/A	*
Intelligence III Diagnostic Manual	2	"	N/A	*
Valeo Cabin Heater OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Thermo DC200 Workshop Manual	2	"	N/A	*
Destination Sign OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Operation & Maintenance Manual	2	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	2	"	N/A	*
IRIS APC System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
IRMA Operations and Maintenance Manual	2	"	N/A	*
Arow Global Drivers Door System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
DPS Service and Maintenance Manual	2	"	N/A	*
Luminator Infotainment System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Infotransit User Guide	2	"	N/A	*
Amerex FSS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Amerex V25ABC System Operation & Maintenance Manual	2	"	N/A	*
Amerex SafetyNet Controller Operation & Maintenance Manual	2	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	2	"	N/A	*
Software User Guides	2	"	N/A	*
Other New Flyer Costs			This is for one XHE40 Option Build of 3 Buses Only	
DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Standard Labour Hours required for NF Bus Manual Set Publishing	450	N/A		Not charged to the customer

Appendix A

New Flyer Response:

Supplementary material included in Appendix A is as follows:

- Bill of Materials (BoM) from Avail included in our quote
- Sales Information Bulletin (SIB) of the 7" color LCD touch screen included in the proposed buses

Montebello Bus Lines
Option for Three (3) XHE40 Buses

P/N	DESCRIPTION	QTY
Montebello CA - 2025 VAF 3 Bus New Flyer	Onsite Commissioning: Montebello CA - 2025 VAF 3 Bus New Flyer	1.00
204052-41_D	Harness, Main (Montebello, CA)	3.00
204019-5_A	Main Power Cable Assy	3.00
204027-1-024_B	Covert Microphone Cable Assy	3.00
204030-5_-	AGC Mackenzie Microphone Cable Assy	3.00
204060-1_C	IVU GPS Dead Reckoning Cable	3.00
204060-3_-	7M GPS and Dead Reckoning Cable	3.00
204067-2-18_-	10' Ethernet Cable	3.00
204067-4-24_-	20' Ethernet Cable	3.00
204067-2-25_-	10' Ethernet Cable	3.00
1022TSH-AT	10" Operator Display	3.00
RAM-2461U	RAM 75mm x 75mm VESA 3.625" Plate with 1.5" Ball	3.00
RAM-201U	RAM Medium Double Socket Arm	3.00

0175113	M4-0.7 x 12mm Phillips Pan Head SS SEMS Machine Screw	12.00
SJ-606	GPS/Dead Reckoning Receiver w/ Extended Threads	3.00
201001-21_-	IVU3 AVL Plate Assy	3.00
201010-10_A	Fuse Block Assy	3.00
201010-17_-	Secondary Fuse Block	3.00
201000-5_B	Control & Communications Module IVU3 VoIP Hardware Included (Connected)	3.00
NXTPS7X96A485C	Sunrise 16 Character LED Sign; Amber	3.00
C10196-QQM04E	VoIP Handset/Speaker/Cradle Assembly w/adjustable volume control	3.00
10512-7_A	Handset Mounting Bracket	3.00
MA5-1700120B- NNA	NetCloud Mobile Essentials with Cat 18 (1200 Mbps) with Wi-Fi, 1 License - 5 year	3.00
LG-IN2293-W	9-in-1 Low Profile 4 LTE Wi-Fi + GPS Wireless Antenna	3.00
PS-IGS-801T	IP30 Slim-type8-Port 10/100/1000Mbps Industrial Gigabit Eth Switch	3.00

Montebello Bus Lines
Option for Three (3) XHE40 Buses

205026-1_-	Bracket for PLANET 8-PORT ETHERNET SWITCH	3.00
8525-805-00 //1-1-0	GW-200 APC Module W/J1708, Frt N, Rear N (Door1 = 1st and Door2 = 2nd)	3.00
8500-601-00	Front Door Sensor, Narrow	3.00
8500-603-00	Rear Door Sensor, Narrow	3.00
7300-750	Front Door Sensor Cover	3.00
7300-850	Rear Door Sensor Cover	3.00
7300-700	Splitter Extension Cable, (20 feet)	3.00
7300-722	Extension Sensor Cable, (25 feet)	3.00
4700-400	Ferrite Beads	15.00
204008-4-012_A	IVU to J1939 Interface Cable	3.00
204026-4-024_-	APC Power Cable	3.00

MP-180 PRO	Quad Core Professional Level HD Controller, Hardware Watchdog, Integrated BLE Beacon Mode, - 30c-60c	3.00
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LCD Display Panel

Value Proposition

Providing both the bus operator and service team with a clear view of bus health and performance is part of New Flyer's belief in providing our customers with the best bus value and support for life. Combining these features into an easy to use, easy to read LCD touch screen display puts the control of your fleet at your fingertips.

Features & Benefits

The DPS70 dash display cluster features 4 constant analog gauges (speedometer & front, back and rear air pressure gauges), 26 indicator lights and a 7" interactive touch screen. The touch screen has two modes:

The first mode is for the operator to view typical vehicle gauges (customizable), set trip odometers, access basic diagnostic functions and view cameras. Four of the five video inputs can be viewed simultaneously, while the fifth camera is full screen only (backup camera view). Cameras and camera systems are available options, and should be discussed with New Flyer to ensure compatibility.

The second mode is for the purpose of running diagnostics and network system monitoring. This screen mode provides access to VMM controllers (routing tables, IO status/ fault information), J1939 query, ladder logic and other optional screens such as brake wear, fan drive, engine, transmission, voltage regulator and HVAC.

The DPS70 is a stand-alone service and diagnostic tool, meaning that all functionality can be accessed without a laptop or any other additional equipment.

Dash Display (7" LCD Touch Screen)	
OEM	Parker Vansco
Model	DSP70
Display	7" color LCD touch screen 800x480
Inputs	Analog (10), Digital (9), Freq (2)
Video Inputs	Up to 5 (up to 4 concurrent)
Outputs	High-side (2) & 5V sensor supply output (1)
Communication Options	USB host, USB device, RS232, 3 x CAN, serial and Ethernet
Voltage	12VDC/24VDC systems
Operating Temperature	-30°C to +80°C
Additional Features	Internal buzzer, RTC and battery backup







ITEM # 10

**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: APPROVE ISSUING A REQUEST FOR PROPOSAL, NO. 24-12 FOR BUS DETAILING SERVICES

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing a Bus Detailing Services Request for Proposal (RFP) No. 24-12; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing Request For Proposals (RFP) No. 24-12 for Bus Detailing Services (Attachment A). Once a contractor is selected for award, the City Council will be asked to consider approving a Professional Services Agreement and amend the Department of Transportation's Fiscal Year 2023-24 adopted budget if needed.

BACKGROUND/DISCUSSION:

The City of Montebello's Montebello Bus Lines (MBL), is soliciting proposals from highly qualified contractors to provide bus detailing services. This initiative aims to enhance the overall presentation and cleanliness of MBL's transit system while reinforcing its commitment to delivering reliable and efficient public transportation services to the residents of Montebello and neighboring communities.

Operating a vast municipal bus system in Los Angeles County, MBL proudly serves approximately 2.6 million passengers annually throughout the communities of Alhambra,

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. MBL's transit system consists of a fleet of sixty-six (67) 35ft-40ft buses (three electric, twenty hybrid, and forty-four Compressed Natural Gas (CNG) buses), one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout various communities. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

The goal of RFP No. 24-12 is to enhance the overall appearance of the buses through a thoughtful and careful cleaning process. The selected contractor will be responsible for giving the buses a polished and vibrant look, focusing on both the exterior and interior. The detailing service includes tasks such as cleaning, polishing, and restoring the exterior of each bus. The project's intent is to maintain the branding integrity of the fleet, ensuring that the buses present a well-maintained image. Interior detailing will also be part of the process to improve the cleanliness and condition of passenger spaces for a more pleasant travel experience.

Once RFP No. 24-12 is approved, the notice inviting proposals will be published using Planetbids.com, Montebelloca.gov, and the Wave Newspaper, beginning February 29, 2024. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be April 4, 2024. It is anticipated that a contractor will be selected in May 2024 with the award of a professional services agreement brought before the City Council for consideration shortly thereafter.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Transportation Department requests the authority to issue RFP No. 24-12, soliciting proposals from qualified contractors specializing in bus detailing services.

The selected contractor should have relevant experience in delivering bus detailing services, which includes industry standards of effective cleaning processes and maintaining the overall appearance of the MBL fleet. The contractor must be able to complete the following tasks:

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SCOPE OF WORK		DELIVERABLES
TASK 1:	General Deliverables:	• Provide high-quality work meeting industry standards. • Avoid using chemicals, abrasives, or tools that may cause damage. • Collaborate with the Project Manager to create a 4-month project schedule for detailing 66 vehicles. • Document and report any exterior bus damage. • Perform a Contractor-provided Quality Assurance Inspection (QAI). • Execute various ad-hoc detailing/washing campaigns coordinated through the Project Manager. • Assemble a crew each week, comprising a minimum of two and a maximum of four individuals.
TASK 2:	Detail Cleaning – Exterior	• Wash and dry vehicles thoroughly before waxing or applying dressings. • Remove paint oxidation, overspray, dirt build-up, and small surface scratches. • Hand or swirl-buff wax all exterior painted surfaces. • Clean bus wheel rims thoroughly. • Clean inside and outside windows. • Treat tire and plastic components with appropriate care solutions. • Buff out the rear of the bus to eliminate emission-related stains. • Apply cleaners, protectants, treatments, and dressings to all exterior surfaces, excluding the engine, engine compartment, and undercarriage.
TASK 3:	Detail Cleaning – Interior	<u>Operator Area:</u> • Wash and clean operator's wastebasket. • Clean small compartments and areas around the operator. • Clean dash, operator's window, seat, and inside doors. • Clean operator steering wheel, including the area around it. <u>Passenger Area:</u> • Clean, dust, and wipe sidewalls, ceiling, back of seats, and air conditioner grills. • Open and clean emergency escape hatches. • Remove gum, graffiti, and stickers from various surfaces. • Wipe and clean chrome or stainless-steel stanchion bars, grab rails, and modesty panels. • Remove, clean, and replace damaged interior advertisement card signs. <u>Seats:</u> • Lift up rear seats, remove trash, and clean under and around the area. • Vacuum and shampoo all seat upholsteries, fabrics, and carpeting. • Replace any damaged seats. • Remove gum, graffiti, and stickers from various seat surfaces. <u>Floor:</u> • Sweep, clean, and mop the floor, wheel housings, and step wells. <u>Interior Glass and Mirror:</u> • Clean all windows, windowsills, and mirrors. • Clean door windows on both sides. • Remove water spots from windshields and windows. <u>General Interior:</u> • Remove and dispose of all trash and debris. • Clean wheelchair ramps, including underneath when deployed.

A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative

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considerations. Qualitative considerations include a management plan, quality of proposed personnel, qualifications and experience, and technical approach. Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted value set forth below:

QUALITATIVE AND PRICE CONSIDERATIONS		
#	Categories	Weighted Points (Pts)
1	Project Management Plan	20 pts
2	Proposed Project Team	10 pts
3	Firm Qualifications and Experience	15 pts
4	Technical Approach	30 pts
5	Price	25 pts
TOTAL		100 pts

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 24-12 attached hereto in substantial form (Attachment A), for Bus Detailing Services; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A -Request for Proposal (RFP) No. 24-12

NEXT STEPS:

N/A

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 24-12



BUS DETAILING SERVICES

February 29, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Letter of Transmittal

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EXHIBITS

Exhibit A - Indemnification and Hold Harmless Agreement and
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Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting competitive proposals from fully qualified and experienced contractors, licensed in the State of California, to provide bus detailing services. The project's scope encompasses a comprehensive bus detailing initiative aimed at maintaining and enhancing the aesthetic and functional aspects of MBL's fleet of buses. The selected contractor will be entrusted with the responsibility of providing meticulous and high-quality detailing services to ensure that the buses meet industry standards in cleanliness, appearance, and overall operational efficiency.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

The City's intent of this Request for Proposal (RFP) is to solicit a contractor who can provide meticulous and high-quality detailing services. The selected contractor will play a vital role in contributing to the positive public image of Montebello Bus Lines and ensuring that the buses remain in optimal condition. The City seeks to form a partnership with a contractor committed to delivering exceptional results while adhering to safety and environmental standards. . The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: February 29th, 2024
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-12
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

BUS DETAILING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to provide bus detailing services. The project's scope encompasses a comprehensive bus detailing initiative aimed at maintaining and enhancing the aesthetic qualities of MBL's fleet of buses. The selected contractor will be entrusted with the responsibility of providing meticulous and high-quality detailing services to ensure that the buses not only meet but exceed industry standards in cleanliness, appearance, and overall operational efficiency.

The term of the proposed agreement shall be **one year initially, with the option to extend for an additional four (4) , one-year periods**, commencing upon the date of the contract execution between the City and the successful Contractor.

A Pre-Proposal Meeting will be held on **March 12, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Nicholas Ochoa
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1345
E-mail: nochoa@montebellocal.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **April 4, 2024 at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Adrianna Kendricks
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	February 29, 2024
Pre-Proposal Meeting	Tuesday	March 12, 2024
Deadline to Submit Questions	Tuesday	March 19, 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	March 28, 2024
Deadline to Submit Proposals	Thursday	April 4, 2024, at 3:00 PM PST
Presentations & Intent to Award	May/June	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, April 4, 2024.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, March 19, 2024**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.

- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law .

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor five (5) days' written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Contractor provide complete services

of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Nicholas Ochoa
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1345
 Email: nochoa@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide

that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

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

EVALUATION CRITERIA

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

Qualitative Considerations

The Proposer's Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Bus Detailing Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing bus detailing services of the same or similar magnitude. Presentation of a catalog of bus detailing services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
TOTAL		75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
TOTAL		25 points

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The City of Montebello, Montebello Bus Lines (MBL), is requesting services from highly qualified contractors to provide on-site vehicle detailing services of bus interiors and exteriors for the City's sixty-six (66), thirty-five-foot (35') and forty-foot (40') transit buses. The entire fleet is to be detailed on a rotational basis at least once every four (4) months.

PROJECT DESCRIPTION

The Request for Proposal, No. 24-12, seeks a contractor to complete on-site vehicle detailing services in a thorough and professional manner for the City of Montebello's Transportation Department. The project services will include an assessment of current fleet bus exterior conditions and providing all necessary supervision, travel cost, labor, tools, and equipment necessary to meet the City's requirements in a timely manner. The Contractor shall work in conjunction with the Project Manager (PM) or their designee to establish a plan/schedule to completely detail the MBL fleet in a 4-month period. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize schedule interruptions.

The Contractor must have a minimum of five (5) years of recent experience performing similar work/services.

1. GENERAL DELIVERABLES

Subject to prior MBL approval, the contractor will provide deliverables such as, but not limited to:

A. General

- Provide professional, high-quality work meeting or bettering all applicable industry standards.
- Do not use chemicals, abrasives, tools, or excessive force that might cause damage.
- Work with PM and/or their designee to create a project schedule to detail all 66 vehicles over a 4-month period.
- Document and report any exterior bus damage.
- Contractor-provided Quality Assurance Inspection (QAI) sheet
- Various ad-hoc detailing/washing campaigns coordinated through the PM and/or their designee.
- The Contractor is required to assemble a crew each week, with a minimum of two individuals and a maximum of four individuals.

B. Detail Cleaning – Exterior

- Wash and dry vehicles thoroughly prior to waxing or applying dressings.
- Remove all paint oxidation, overspray, dirt build-up, and small surface scratches.
- Wax, by hand or by swirl-buffing, all exterior painted surfaces of the vehicle.
- Remove all residual wax, polishes, and dressings from vehicle.
- Thoroughly polish and clean the bus wheel rims.
- Clean all inside and outside windows.
- Treat all tire and plastic components with appropriate tire/plastic care solutions, ensuring long-term preservation.

- Buff out rear of the bus to eliminate emission-related stains, typically the most challenging area due to accumulated dirt and grim
- Utilize and apply the appropriate cleaners, protectants, treatments, and dressings to all exterior plastic, rubber, leather, metal surfaces, which includes but is not limited to tires, trim, bumpers; this excludes only the engine, the engine compartment, and the undercarriage.

C. Detail Cleaning - Interior

a. Operator Area

- Wash and clean operator's wastebasket.
- Clean out small compartments such as operator storage compartments, etc.
- Clean operator's area to include dash, operator's window, seat (under and behind seat), and inside doors.
- Clean operator steering wheel, outside and under the wheel.
- Clean (no direct water or chemicals), best as possible, around the dash, side panel knobs, switches and controls

b. Passenger Area

- Clean, dust, and wipe sidewalls, ceiling, back of seats and air conditioner grills
- Open and clean emergency escape hatches
- Remove gum and all graffiti including superficial and stickers from all surfaces including seat inserts, seat backs, seat underside, modesty panels and stanchion bars.
- Wipe and clean all chrome and/or stainless-steel stanchion bars, grab rails and modesty panels.
- Remove, clean, and replace any damaged interior advertisement card signs.

c. Seats

- Lift up rear seats remove trash, and clean under and around the area.
- Vacuum and shampoo all seat upholsteries, fabrics, and carpeting.
- Replace any damaged seats.
- Remove gum and all graffiti including superficial and stickers from all surfaces including seat inserts, seat backs, seat underside, modesty panels and stanchion bar.

d. Floor

- Sweep, clean, and mop the floor, wheel housings and step wells.

e. Interior Glass and Mirror

- Clean all windows, windowsills, and mirrors.
- Clean door windows (both sides)
- Remove water spots from windshields and windows, ensuring clear visibility and a spotless appearance.

f. General Interior

- Remove and dispose of all trash and debris.
- Clean wheelchair ramps, and underneath once deployed.

2. FLEXIBILITY IN TASK ALLOCATION

- Adjust detailing hours as needed if additional manpower is required for other tasks, such as bus washing.
- Implement fleetwide detailing campaigns as directed by MBL.

- The city is open to alternative cleaning methods based on best practices, subject to prior MBL approval.

3. MATERIALS AND EQUIPMENT

- The City shall provide cleaning products, brushes, water, and power resources.
- Contractor to provide specific tools and equipment necessary for quality detailing services.

4. WORK LOCATION & SCHEDULE

- Location: MBL Detailing Bay, 400 S. Taylor Ave. Montebello, CA 90640
- Schedule: The Contractor is expected to work eight (8) hours a day, with the Project Manager providing a weekly schedule indicating acceptable timings. Ideally, working days are preferred to be Monday through Thursday, starting no earlier than 4:00 AM and no later than 12:00 PM. It is essential for the Contractor to maintain open availability, considering the potential for unforeseen circumstances. The schedule will be tailored to the division's needs, and the Contractor is required to promptly arrive at the designated detailing sites to provide services.

5. REPORTING AND CONTRACTOR REQUIREMENTS

The Contractor will aim to detail a minimum of four buses weekly, allocating specific hours for these tasks. The Contractor shall maintain a legible log sheet of all vehicle detailing including date of service, the four-digit vehicle number, the vehicle's mileage, and a signature of the employees who provided the service for maintenance records. The Contractor shall generate a monthly master invoice with log sheets attached and submit them to the PM within 5 business days of the end of the month. The Contractor shall adhere to industry standard safety protocols, employee training, identification and shall participate in a zero-tolerance, drug and alcohol program.

6. EMERGENCY SERVICES

The Contractor shall comply with the City's request to provide stand-by washing and detailing support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall make services available with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification. The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Spot Clean Specific Bus Part</i>	1-HOUR
<i>Detailing Services</i>	• Not to exceed forty (40) hours of work per week per contractor's employee • Entire fleet detailing not to exceed one hundred and twenty (120) calendar days • "UNLESS WRITTEN AGREEMENT WITH CITY."
<i>Specified Detailing/Bus Wash Campaigns</i>	Not to exceed five (5) calendar days
<i>Emergency Services Response</i>	Same Business Day

SECTION 5 – QUALIFICATIONS**DESIRED QUALIFICATION**

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BUS DETAILING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to assist CITY in providing provide meticulous and high-quality detailing services; and

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

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals dated February 29, 2024 (RFP No. [24-12]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement.
- b. RFP No. 24-12, attached hereto as **Exhibit “A.”**
- c. CONTRACTOR’S Proposal to RFP No. 24-12 dated, 2024, attached hereto as **Exhibit “B”**.
- d. CONTRACTOR’S “Best and Final Offer” to RFP No. 24-12 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

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

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

B. CONTRACTOR shall be compensated a sum not-to-exceed \$.....(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of one year with the option to extend for an additional four (4), one year periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's

insurance and shall not contribute with it.

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach,

default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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

SECTION 22. NOTICE.

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-12

BUS DETAILING SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.24-12, Bus Detailing Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-12 **Bus Detailing Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 24-12
BUS DETAILING SERVICES****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Item #	Description	QTY	Cost Per Hour	Total Price (() x 40) x 52
1	Detailing Service Labor – Employee #1	40Hrs/52Weeks	\$	\$
2	Detailing Services Labor – Employee #2	40Hrs/52Weeks	\$	\$
3	Detailing Services Labor – Additional Employee #1	40Hrs/52Weeks	\$	\$
4	Detailing Services Labor – Additional Employee #2	40Hrs/52Weeks	\$	\$
GRAND TOTAL			\$	\$

List other costs/fees:**Description**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZATION TO ISSUE SUMMER FOOD SERVICE PROGRAM
PROVIDER REQUEST FOR QUOTATIONS (RFQ No. 24-1)**

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize Staff to issue a Request for Quotations (RFQ No. 24-1) for Summer Food Service Program Provider; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Summer Food Service Program ("SFSP") is administered by the United States Department of Agriculture ("USDA") and is reimbursable for up to Five Dollars and thirteen Cents (\$5.13) per lunch and up to One Dollar and Twenty One Cents (\$1.21) per snack. Expenses for the SFSP are charged to the SFSP Grant Account (Account No. 265-99-458) and reimbursed by the USDA.

No budget appropriations are needed related to the recommended actions. Staff will make proper recommendations to fund the SFSP Grant Account in the Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

The City of Montebello is seeking a contractor to provide meals for the City's SFSP. The SFSP is a Federally funded program that aims to serve free healthy meals to children and teens 18 and younger during the summer months when school is not in session. The SFSP is funded by the USDA and the City is a program sponsor, responsible for

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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managing the program locally. Within the City, the Recreation and Community Services Department manages the program and is requesting to issue an RFQ for a meal provider for the program.

The program runs annually from June through August at Holifield Park, Reggie Rodriguez Park, City Park, and Grant Rea Park. The program typically serves approximately 350-400 lunches per day during the span of the program. This summer, staff anticipate offering the program from June 10, 2024 through August 9, 2024.

ENVIRONMENTAL:

N/A

ANALYSIS:

On May 13, 2021, the City issued RFQ 21-53 for SFSP Provider. A contract was awarded to School Nutrition Plus on June 9, 2021 for a one-year term with the option to extend for two additional years. The contract will be reaching its end on June 9, 2024. Therefore, the City must award a new contract for SFSP provider prior to the beginning of this year's SFSP which will begin on June 10, 2024.

The selected meal provider will be evaluated on several criteria. These criteria include financial capability to perform the scope required, the adequacy of the provider's facility for food preparation, previous experience performing services similar in nature and scope, transportation capability, and the possession of approved licensing certification that meet all applicable state and local health, safety, and sanitation requirements.

SUMMARY:

Staff recommends the City Council authorize issuance of a Request for Quotations (RFQ No. 24-1) for a Summer Food Service Program Provider and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - RFQ 24-1 Draft

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Quotations

(RFQ No. 24-1)

SUMMER FOOD SERVICE PROGRAM PROVIDER

Release Date: March 4, 2024

Due Date: April 4, 2024 at 11:00 a.m. PST

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a bid in accordance with this Request for Quotations (RFQ). Your response to this request will be evaluated to determine the qualifications of your firm. Bids must adhere to the format and content of this RFQ. Bids will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a standard professional services agreement based on the specifications outlined in this RFQ.

THE DATE OF SOLICITATION:

March 4, 2024

THE PROJECT:

Project Name: Summer Food Service Program Provider
Location: Various Park Sites

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@montebelloca.gov

PROPOSAL CONTACTS

Any questions concerning this RFQ and all correspondence must be submitted in writing via e-mail to the following contact:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887-1200 ext. 1374
Contact E-Mail: laguilar@montebelloca.gov

SUMMER FOOD SERVICE PROGRAM PROVIDER

Request for Quotations No. 24-1

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NOTICE INVITING QUOTATIONS
FOR SUMMER FOOD SERVICE PROGRAM PROVIDER

BID NO. 24-1

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 11:00 a.m. on Thursday, April 4, 2024.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

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.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders.

The successful Vendor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids, and shall be made part of the final contract.

The solicitation of Quotations has been developed in the Request for Quotations (RFQ) format. Accordingly, bidders should take note that multiple factors as defined in the RFQ will be considered by the City to determine which bid best meets the requirements set forth in the RFQ documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to Laurie Aguilar, Management Analyst at laguilar@montebelloca.gov

THE DATE OF SOLICITATION: Monday , March 4, 2024

SUBMITTAL DUE DATE: Thursday, April 4, 2024 @11:00 a.m.

REQUEST FOR QUOTATIONS

The City of Montebello is seeking bids from qualified food vendors for snack and meals for this year's Summer Food Service Program (SFSP). Vendors are expected to provide snack and lunch for up to 4 locations. The contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. All meals of each type must meet the minimum standards set by the United States Department of Agriculture (USDA) for Child and Adult Care Food Program (CACFP) and SFSP meals of that type.

SCOPE OF SERVICES

- Vendor to provide a snack to 2 park sites. Snacks to be delivered to sites daily.
- Vendor to provide hot or cold lunch to 4 park sites. Lunches to be delivered to sites daily.
- Vendor to provide snack and lunch to designated park sites from June 10, 2024 to August 9, 2024.
- Snack to be delivered daily (Monday through Friday) between 11:00 a.m. - 11:30 a.m. in the summer months (June 10 – August 9)
- Snack will be served between 3:30 p.m. – 4:00 p.m.
- Lunch to be delivered daily (Monday through Friday) between 11:00 a.m. - 12:00 p.m. in the summer months (June 10 – August 9)
- Lunch will be served between 12:00 p.m. - 1:30 p.m.
- Vendor must provide ice sheets to use while serving snack to ensure safe milk temperature and Cambros to keep hot meals warm.
- The snack and lunch meal must meet a minimum of the portions specified by the USDA as described in the meal pattern (Appendix D).

SITE	Meal Type	Dates	Number of Meals	Delivery time	Serving Time
Montebello City Park 115 S. Taylor Ave. Montebello, CA 90640	Lunch & Snack	June 10 – August 9	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	Lunch -12:00 p.m. Snack – 3:30 p.m.
Chet Holifield Park 1060 S. Greenwood Ave. Montebello, CA 90640	Lunch & Snack	June 10 – August 9	Range from 60-150	Monday - Friday 11:30 a.m.-12:00 p.m.	Lunch - 12:30 p.m. Snack – 3:30 p.m.
Reggie Rodriguez Park 200 W. Mines Ave. Montebello, CA 90640	Lunch	June 10 – August 9	Range from 60-150	Monday - Friday 11:00 a.m.-11:30 a.m.	Lunch - 12:00 p.m.
Grant Rea Park 600 Rea Dr. Montebello, CA 90640	Lunch	June 10 – August 9	Range from 60-150	Monday - Friday 11:30 a.m.-12:00 p.m.	Lunch - 12:30 p.m.

GENERAL REQUIREMENTS

All meals of each type must meet the minimum standards set by the USDA for CACFP and SFSP meals of that type.

Snack:

For a snack to be a reimbursable meal, it must contain two (2) of the four (4) components listed below.

1. One serving of milk (whole, low-fat, or fat-free)
2. One serving of vegetables, fruits, or 100% juice
3. One serving of a grain
4. One serving of meat or meat alternate

Juice may not be served when milk is served as the only other component of a snack. Please refer to the SFSP Meal Pattern Requirements and information on creditable meal components, in the SFSP Nutrition Guidance for Sponsors: <http://www.fns.usda.gov/sfsp/handbooks>.

Lunch:

The following four (4) food components must be offered through at least five (5) different food items:

1. One serving of meat/meat alternate
2. Two servings of fruit and/or vegetables (two different food items)
3. One serving of grains
4. One serving of fluid milk

Lunch and supper requirements differ from breakfast in that a child must take at least three (3) of the food components, rather than items, listed above from the five (5) food items offered. Three (3) food components are required for an adequate, nutritious meal for children.

All meals proposed for the programs must meet or exceed USDA requirements. All yields of cooked and uncooked products shall conform to yields identified in the USDA's Food Buying Guide.

The vendor must provide a 40-day sample menu cycle.

Packaging Specifications:

- Each meal to be individually packaged, inclusive of milk.
- Each meal to include a spork package with straw and napkin.
- Each snack to be individually packaged.
- Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
- All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

CONTRACT PROVISIONS AND SPECIFICATIONS

1. Requirements Contract

- (a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The Agency shall not be required to purchase from the vendor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Agency may issue orders that provide for delivery or performance at multiple destinations.
- (d) The Agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Vendor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.
- (e) Regulatory or guidance changes prescribed by the USDA or California Department of Education (CDE), during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the Agency and the vendor. Authority for such renegotiation must be requested from CDE, in writing by the Agency, prior to the commencement of any such renegotiation.

2. Pricing

Pricing shall be on the numbers described in Appendix A, "Unit Price Schedule". All bidders must submit bids on the same price schedule provided by the agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. Unit Prices

The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

4. Meal Orders

The agency will order meals on Mondays of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The Agency reserves the right to increase or decrease the number of meals ordered on a 24-hour notice (or less if mutually agreed upon between the parties to this contract).

5. Menu-cycle Change Procedure

Meals shall be delivered on a daily basis in accordance with the menu cycle. Deviation from this menu cycle shall be permitted only upon authorization of the Agency. When an emergency situation prevents the vendor from delivering a specified meal component, the vendor shall notify the agency immediately so substitutions can be agreed upon. The Agency reserves the right to periodically suggest menu changes that are within the vendor's food cost.

6. Noncompliance

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The vendor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The vendor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the vendor in writing as to the number of meals rejected and the reasons for rejection.

7. Title III C Assurance

The Vendor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

8. Specifications

(a) Packaging

- (1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.
- (3) Cartons—each carton shall be labeled and the label shall include:

- A. The processor's (plant) name and address
 - B. Item identity and meal type
 - C. Date of production
 - D. Quantity of individual units per carton
- (4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.
- (b) Food Preparation
- (1) Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
- (c) Food Specifications
- (1) Bids are to be submitted using the enclosed cycle menu(s) and shall include, at a minimum, the portions specified by the USDA for each meal. Vendors must provide meals according to the enclosed SFSP Meal Pattern and the current CACFP Meal Pattern. Effective October 1, 2017, vendors will be required to provide meals according to the enclosed SFSP Meal Pattern and the new USDA CACFP Infants, Child, and Infants Meal Patterns.
- (2) All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.
- (d) Product Specifications
- (1) Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

Note: In CACFP, only low-fat (1 percent) or nonfat milk can be served to individuals two years and older.

9. Delivery Requirements

- (a) Deliveries shall be made by the vendor to each park site listed in accordance with the order from the Agency.
- (b) Meals shall be delivered, unloaded, and placed in the designated center daily by the vendor's personnel at each of the locations and times listed.

- (c) The vendor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- (d) The Agency reserves the right to add or delete centers. The Agency shall notify the vendor of such amendments not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The vendor's invoice shall show the cost as a separate item for that center.

10. Supervision and Inspection

The vendor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

11. Record Keeping

- (a) Transport records must be prepared by the vendor—one for the vendor, one for center personnel, and one for the Agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the Agency at each park site will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the Agency's designee at the park site.
- (b) The vendor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- (c) The books and records of the vendor pertaining to this contract shall be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

12. Method of Payment

The vendor shall submit its itemized invoice to the Agency monthly. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Agency.

The Vendor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly

Blvd., Montebello, CA 90640 and/or via email at AP@montebelloca.gov. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Vendor's tax identification number
6. Location where services were provided

13. Inspection of Facility

- (a) The Agency, CDE, and the USDA reserve the right to inspect the vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The vendor's facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- (c) The vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

14. Insurance

The Vendor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

The Vendor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Vendor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Vendor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Vendor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFQ.

Vendor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

15. Availability of Funds

The Agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP and or SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with the contract.

16. Number of Meals and Delivery Times

The vendor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

17. Emergencies

In the event of unforeseen emergency circumstances, the vendor shall immediately notify the Agency of the following: (a) the impossibility of on-time delivery; (b) the

circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 1 hour after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the vendor at least 24 hours' notice. Adjustments for emergency situations affecting the vendor's ability to deliver meals or the agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the vendor and the agency.

18. Termination for Cause or Convenience

- (a) The Agency reserves the right to terminate the contract if the vendor fails to comply with any of the requirements of the contract. The Agency shall notify the vendor of specific instances of noncompliance in writing. In instances where the vendor has been notified of noncompliance with the terms of the contract and failed to take immediate corrective action, the Agency shall have the right upon a 30-day written notice to terminate the contract. The vendor shall be liable for any damages incurred by the agency. The Agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Agency reserves the right to terminate the contract for convenience.
- (c) The Agency shall by written notice to the vendor, terminate the right of the vendor to proceed under the contract if it is found by the Agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the vendor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.
- (d) In the event the contract is terminated as provided in paragraph (c) hereof, the Agency shall be entitled (i) to pursue the same remedies against the vendor as it could pursue in the event of a breach of the contract by the vendor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the vendor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this RFQ and the contract.

19. Subcontracts and Assignments

The vendor shall not subcontract with any other vendor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the

advance written consent of the agency, this contract or any interest therein. In the event of any assignment, the vendor shall remain liable to the Agency as principal for the performance of all the vendor's obligations under this contract.

20. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the vendor agrees as follows:

Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in any Child Nutrition Program.

The vendor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Vendors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California *Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The vendor and the vendor's subcontractors shall give written notice of their obligations under

this clause to labor organizations with which they have a collective bargaining or other agreement.

The vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (d) In the event of the vendor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

REQUIRED INFORMATION AND BID FORMAT

In order to be considered for selection, respondent individuals or firms shall submit a bid that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFQ. All bids must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.montebellocity.gov/departments/finance/request_for_proposal_bids. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

The City reserves the right to reject any and all bids as "non-responsive" for failure to provide the required information and abide by the required format outlined in this RFQ.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise or deliver services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations, health department certifications and/or any certifications relevant to the type of SFSP services proposed to be provided.

3. References

- a. Provide a list of at least 3 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's Capabilities and Abilities

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

5. Contract Documents

- a. Utilize the attached Project Bid Sheet (Appendix A) to provide a proposed schedule of fees for each lunch or snack to be provided.

- b. Vendor must fill out the attached Terms and Conditions (Appendix B).
- c. Vendor must provide a 40-day sample menu cycle.

6. Customer Service

- a. Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.

7. Standard Professional Services Agreement

- a. Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.

- 8.** List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

- 1. Cost per meal/snack - 40%
- 2. Adequacy of facilities for food preparation, with approved licensing certification. Facilities must meet all applicable state and local health, safety, and sanitation standards - 20%
- 3. Previous experience performing services similar in nature and scope - 20%
- 4. References - 20%

The vendor must satisfy the City of its ability to perform the services required. The vendor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. The vendor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the vendor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Quotations, amend the RFQ, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more vendors, 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 vendors for interviews whose bids and qualifications most closely conform to the requirements of this RFQ, if

required. The vendor, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City may choose to interview one or more firms responding to this RFQ, 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 RFQ.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: Laurie Aguilar
Director of Recreation & Community Services
laguilar@montebelloca.gov
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 1374

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected vendor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the vendor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council (as required) and fully executed by Vendor and City.

During the term of the contract, the Vendor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by the vendor or in any way affect the performance of the requested services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

SUBMITTAL REQUIREMENTS

Proposals will be received through 11:00 A.M. on Thursday, April 4, 2024.

All bids must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.montebelloca.gov/departments/finance/request_for_proposal_bids.

APPENDIX "A"

UNIT PRICE SCHEDULE

RFQ 24-1

SUMMER FOOD SERVICE PROGRAM PROVIDER

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in this RFQ for meals to be delivered to all of the sites stated on page 5.

A. Meal Type		B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Snack	SFSP	350-400	40	\$	\$
Lunch	SFSP	350-400	40	\$	\$

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/vendor to perform all such work ordered by the agency at prices specified in the contract.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Company Name

Authorized Representative Name

Company Address, Phone Number, E-mail Address

For this quotation to be valid, this sheet must be signed.

Signature

Date

APPENDIX "B"

**CITY OF MONTEBELLO
RFQ 24-1
SUMMER FOOD SERVICE PROGRAM PROVIDER**

TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Summer Food Service Program Provider and agree to adhere to all guidelines, specifications and submittal requirements as outlined in this RFQ Document.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

APPENDIX "C"

CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered this ___ day of ____ 2024, in the State of California, by and between the City of Montebello, hereinafter referred to as the agency and _____ hereinafter referred to as the vendor.

WITNESSETH:

That the vendor for and in consideration of the covenants, conditions, agreements, and stipulations of the agency hereinafter expressed, does hereby agree to furnish to the agency services and materials as described in the RFQ, were attached and made a part hereof by this reference.

The period of this contract shall be from June 10, 2024 through August 9, 2024. This contract may be renewed for one-year periods up to four times upon agreement of the agency and the vendor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process. Either party may terminate this contract for cause or convenience with a 30-day written notice.

If the contract is terminated, the Agency will pay the vendor any amount due within 30 days for meals ordered and met the meal pattern requirement.

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations for the SFSP 7 CFR, Part 225 and the CACFP 7 CFR, Part 226 the agency shall pay the vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

The total amount payable by the agency to the vendor under this contract shall not exceed \$75,000.00 annually.

Within 10 days of awarding this Contract, the Vendor will provide the Agency a performance bond that is within (10% to 25%). Enter the amount of the percentage and amount of the Performance Bond that is required: _____ %Amount \$ _____

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	VENDOR
CITY OF MONTEBELLO	VENDOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE	ADDRESS

APPENDIX "D"

SFSP MEAL PATTERNS

LUNCH

Select all four components for a reimbursable meal:

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	8 oz.	yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

APPENDIX E

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY, and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

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

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

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

expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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: [ENTER EMAIL ADDRESS]

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE

SNACK

Select two of the four components for reimbursable snack:

1 milk	1 cup	>fluid milk
¹ fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Assistant Director

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NOS. 24-13 AND 24-14 FOR THIRD-PARTY ADMINISTRATOR SERVICES FOR THE CITY'S SELF-FUNDED WORKERS COMPENSATION AND GENERAL LIABILITY PROGRAMS**

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-13) for the City's self-funded workers' compensation program; and
2. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-14) for the City's self-funded general liability program; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing RFP Nos. 24-13 and 24-14 for Third Party Administrator Services (TPA Services) for the City's self-funded workers' compensation and general liability programs (see Attachments A and B). Once a vendor is selected for award, the City Council may be requested to approve an agreement and amend the Fiscal Year 2023-24 Budget as needed to appropriate funds. Subsequent fiscal year budgets will be developed to incorporate the necessary appropriations for these services.

BACKGROUND/DISCUSSION:

In April 2020, the City entered into Agreement No. 3767 with Hazelrigg Claims Management Services, Inc. (HCMS) to receive TPA Services for the City's self-insured workers' compensation and general liability programs. The initial term of the agreement

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

Page 2 of 3

was for three (3) years (from May 16, 2020, to May 15, 2023) with the option to exercise up to two (2), 1-year term contract extensions.

In Summer 2020, HCMS began discussions with TRISTAR Claims Management Services, Inc. (TRISTAR), to acquire its book of business, including the responsibility to provide TPA Services for the City's workers' compensation and general liability programs. On January 1, 2021, HCMS merged with TRISTAR, the largest privately owned, independent third-party claims administrator in the United States. The City received notice of the merger and agreed to HCMS delegating its duties and rights to TRISTAR in accordance with Agreement No. 3767, Section 15. – Subcontract, Assignment, or Delegation.

On June 14, 2023, Staff recommended and City Council approved a 1-year term contract extension (from May 16, 2023, through May 15, 2024) under the authority of Agreement No. 3767. The amendment revised the Scope of Work and decreased the annual not-to-exceed amount from \$331,776 to \$278,000. Furthermore, the amendment extended TRISTAR's TPA Services for the City's self-insured workers' compensation program, and limited TPA Services for the City's general liability program, specific to the use of TRISTAR's computerized claims management information system to properly track past, existing, and future general liability claims. This extension provided ample time for staff to develop and issue RFPs to solicit proposals from highly qualified vendors for TPA Services tailored to the City's self-funded risk management programs.

ENVIRONMENTAL:

N/A

ANALYSIS:

With the City's current agreement for TPA Services scheduled to expire on May 15, 2024, staff requests authority to issue RFP Nos. 24-13 and 24-14, soliciting proposals from highly qualified vendors to provide TPA Services for the City's self-funded workers' compensation and general liability programs. Staff recognizes that this is an opportunity to assess the current marketplace for both of the City's self-funded risk management programs and improve the overall quality, cost, and responsiveness of these programs. The City is particularly interested in a vendor that will deliver objective and measurable results to reduce the cost and duration of both types of liability claims, provide claims processing in a timely and professional manner, actively pursue subrogation, and assist in returning injured employees to work by maintaining strong communication with the injured employee and the City.

SUMMARY:

Staff recommends that the City Council approve issuing RFP Nos. 24-13 and RFP No. 24-14, attached hereto in substantial form (Attachments A and B), for TPA Services for the City's self-funded general liability and workers' compensation program; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - RFP 24-13 - Third Party Administration- WORKERS COMP.
2. ATTACHMENT B - RFP 24-14 - Third Party Administration-GENERAL LIABILITY

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 13

Workers Compensation Third Party Administrator Services

Release Date: Thursday, February 29, 2024

Questions Due: Wednesday, March 20, 2024, at 11 a.m. PDT

Due Date: Thursday, April 4, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

February 29, 2024

PROJECT

Workers Compensation Third Party Administrator Services

PROPOSAL OWNER

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

PROPOSAL CONTACT

City of Montebello – Department of Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: John Soria, Assistant Director of Human Resources
Contact Phone: (323) 887- 1200
Contact E-Mail: jsoria@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, March 20, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from highly qualified vendors to provide third-party administrator (TPA) services for the City's self-insured Workers' Compensation Program following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Wednesday, March 20, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, April 4, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello (City) invites prospective vendors to submit a proposal to provide third-party administrator (TPA) services for the City's self-insured Workers' Compensation Program. The City is seeking a firm to provide a comprehensive quality program to include program administration, claims Administration, claim management reporting, data conversion, and financial management. The TPA shall have personnel with specialized skills and certifications required to handle workers' compensation claims caseloads effectively and efficiently.

The TPA not only works closely with injured employees, but medical providers and attorneys as well when investigating, negotiating, and settling claims made by injured employees. The TPA acts as the primary claims handler and serves in an advisory role to the City by making recommendations on the appropriate disposition (settlement or denial) of claims.

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 | Thursday, February 29, 2024 |
| • Online Q&A Deadline | Wednesday, March 20, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Thursday, April 4, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-April 2024 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-May 2024 |
| • Award | May 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified vendor to assist the City with accurate claims handling and reporting. The TPA will be expected to provide initial training for all designated City staff on the claim's submission process and forms, as well as ongoing training as required. The TPA is expected to provide the City with loss-control data and other cost-control methods and services. Transfer of claims from the City's current TPA will be required.

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

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing well-versed experience in regulations governing a self-insured workers compensation program, to assist in claims administration and maintenance. The City is particularly interested in a firm that can offer creative and innovative approaches with a proven track record that allows the City to maintain a quality workers' compensation program and reduce costs.

Claims Administration

- Claims Administration (from claim inception to disposition)
- Medical Provider Network (MPN)
- Managed Care Services, which shall include:
 - Medical Billing Reviews
 - Utilization Reviews
 - Field Nurse Case Management
 - Telephonic Nurse Case Management
 - Pharmacy Card Services

Claims Personnel

A Dedicated Senior Claims Adjuster and Claims Supervisor shall be assigned to the City's account and appropriate support staff. The City retains the right and opportunity to interview, approve, and/or reject all proposed individuals to be assigned to the City's account.

Claim Handling and Case Review

- The TPA will investigate questionable claims with coordination, assistance, and approval from the City.
- The TPA shall maintain, in accordance with California law, a claim file on each reported claim. Said claim file shall also be available to the City during normal business hours and include actual costs and estimated costs of all anticipated benefits and expenses related to the claim file.
- The TPA shall closely monitor all active claims and make timely reports to the City of case status, pending issues, suspected malfeasance, and any other pertinent program information.

- The TPA shall provide the City with regular loss reports, as requested by the City, and provide special reports for an additional expense when requested.
- The TPA shall, on behalf of the City, examine all reports of industrial injury to or disease of employees reported to it by the City and properly process each claim from its inception to resolution. Such procedures shall include, but not be limited to, determining the compensability of claimed injuries and illnesses under the State Workers' Compensation Law, eligibility for payments of medical benefits and medical examinations, coordinating rehabilitation efforts, recommending payment of temporary and permanent disability compensation, and utilizing, as necessary or desirable, the advisory rating of the Permanent Disability Rating Bureau.

Communication

The TPA shall maintain regular communications with the City and injured employees, from the inception to disposition of each claim. Communication is required but not limited to:

- TPA shall make initial contact with the claimant and establish a claim file within 24 hours of receiving the Employers' First Report of Injury from the City.
- TPA contacts the physician's office within one to three days of notice of all new claims and shall provide follow-up and intervention with medical service providers on behalf of the City and the injured employee.
- TPA shall be the point of contact for injured workers for assistance with all aspects of the workers' compensation process including explanation of permanent disability ratings and other benefit notices.
- The TPA shall provide the City, on an annual basis, with a program improvement plan based on program utilization rates and cost-to-benefit analyses.

Workers' Compensation Account Payments

- The TPA shall, with the approval of the City and at the City's expense, engage the services of people or firms outside its organization for work not generally performed by claims examiners in connection with the investigation and adjustment of claims.

- The TPA shall, on behalf of the City, decide which benefits, if any, should be paid or rendered under the applicable State Workers' Compensation laws for each reported claim.
- The TPA shall make timely payments and/or reimbursements of all duly payable program benefits, wages, medical expenses, and eligible costs covered under State Workers' Compensation law from the claim payment fund established and maintained by the City.

Staff Training

The vendor selected is expected to conduct system administrator and user training sessions for the City. At least three (3) training sessions are conducted for the groups (1 – System Administrator Training, 2 – User Training). Furthermore, the vendor will also be required to provide all reference manuals, booklets, and/or other materials required for training. Vendors are requested to indicate their availability to conduct training and provide the cost in their proposal. Training sessions can be facilitated remotely (e.g. Zoom, Microsoft Teams) or in-person.

Compliance and Reporting

The TPA shall keep the City informed of all program compliance matters and ensure the City meets all program reporting requirements and deadlines. This requirement shall include:

- Prepare and submit all legally required program forms and reports to their authorized agencies on behalf of the city within 15 days of said deadline.
- Prepare and submit no later than 30 days before the due date, the Public Entities Self-Insures' Annual Report, as required by the State of California Department of Industrial Relations Workers Compensation Division.
- The TPA shall report claims to the City's excess insurance carriers in accordance with the claims reporting criteria of said carriers and pursue the collection of covered losses on behalf of the City.

Program Review

The TPA shall conduct quarterly program analyses and status meetings, as requested, with the City to discuss case statuses, issues, and trends based on the TPA's analysis of the program. The TPA shall also recommend loss controls and solutions to the City based on its quarterly program analyses. The TPA may be asked to attend a council meeting if needed.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A. The proposer has advanced knowledge of the administrative requirements, laws,

and practices relating to Workers' Compensation Claims Administration within a municipal government setting.

- B.** The proposer has demonstrated a track record of success in handling all aspects of Workers' Compensation Claims Administration with at least five years providing these services to public entities in the State of California.
- C.** Demonstrated experience in assisting other municipalities with the development and/or administration of self-insured worker's compensation strategies.
- D.** The proposer must demonstrate an understanding of the assignment and knowledge of the skills necessary to serve as the Workers' Compensation Claims Administrator.

Settlement

All settlement proposals aimed at the City shall be forwarded by the TPA or defense counsel in writing, along with a reasoned settlement recommendation with supporting documentation required by the City. Proposals shall be presented to the City with enough time to process and obtain settlement authority from either the City or City Council as required.

Background Check

Vendor representatives working on-site and in some remote capacities will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information, including any addenda may result in the proposal being considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will

include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review, and rate proposals as follows:
 - i. Qualifications related to this project (50%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills.
 - ii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services (20%)

The City reserves the right to request and obtain, from one or more vendors, 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 vendors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 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 vendor a fair review and

shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful vendor and returned with the required insurance within ten (10) business days after the City has provided written notice that the vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors

and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

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.

Vendors 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.

12.0 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 standards applied to all purchases of items and services using Federal funds is as follows:

- 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.

13.0 Non-Commitment of City

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the vendor 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 vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the vendor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The vendor 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.

15.0 Records

The vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the vendor to audit any performance aspect under this agreement.

16.0 Subcontractors

The vendor 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 vendor 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.

17.0 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 vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The vendor 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 vendor shall be used exclusively in connection with the performance of services.
- B. The vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

The vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 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:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 14

General Liability Third-Party Administrator Services

Release Date: Thursday, February 29, 2024

Questions Due: Wednesday, March 20, 2024, at 11 a.m. PDT

Due Date: Thursday, April 4, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

February 29, 2024

PROJECT

General Liability Third-Party Administrator Services

PROPOSAL OWNER

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

PROPOSAL CONTACT

City of Montebello – Department of Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: John Soria, Assistant Director of Human Resources
Contact Phone: (323) 887- 1200
Contact E-Mail: jsoria@montebellocity.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, March 20, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from highly qualified vendors to provide third-party administrator (TPA) services for the City's self-insured General Liability Program following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Wednesday, March 20, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, April 4, 2024, at 11:00 a.m. PST.**

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

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide third-party administrator (TPA) services for the City's General Liability Program. The City is seeking a firm to provide a comprehensive quality program to manage liability claims administration services in support of improving claims handling and management, increasing program efficiencies, and reducing litigation. The goal is to improve internal controls, increase fiscal transparency by reducing program liabilities and costs, and establish sound fiduciary responsibilities and controls.

The TPA represents the City in all matters related to the set-up, investigation, adjustment, processing, and resolution of liability claims against the city. The TPA acts as the primary handler and serves in an advisory role to the City by making recommendations on the appropriate disposition (settlement or denial) of claims.

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 | Thursday, February 29, 2024 |
| • Online Q&A Deadline | Wednesday, March 20, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Thursday, April 4, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-April 2024 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-May 2024 |
| • Award | May 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified vendor to assist the City with quality management of liability claims and reporting. As a self-insured public entity, the City contracts with a general liability TPA that has personnel with specialized skills and knowledge of the laws and practices relating to professional property and causality insurance brokering services, loss control, claims servicing, and administration in a municipal government setting. The TPA will be expected to conduct investigations and negotiations as the City's representative toward liability claims against the city.

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

5.0 Scope of Work/Services

The City is requesting proposals from highly qualified vendors capable of providing well-versed experience in regulations governing a general liability program, to assist in claims administration, investigations, and negotiations. The City is particularly interested in a firm that can offer creative and innovative approaches with a proven track record that allows the city to maintain a quality general liability program and reduce costs.

The TPA awarded these services through this RFP shall be required to provide tort claim management services as follows:

- Claims Administration (from claim inception to disposition)
- Liability and claims investigations
- Negotiation of claim settlements
- Assumption of the handling of existing open claims
- Review all relevant law firm invoices
- Reporting to the City's excess General Liability carrier

Administration

- Provide professional and technical staff to perform the services as agreed upon under a separate contract with the City and the RFP.
- Represent the City in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of liability claims against the City.
- Inform the City of changes or proposed changes in statutes, rules and regulations and case law affecting the general liability program.
- Assist in the development of policies and procedures relating to the general liability claims program.
- Provide information and guidance regarding the general liability program and specified claims.
- Inform the City of problem areas or trends, both potential and perceived, and provide recommendations and/or solutions to address problem areas or trends.
- Provide copies of file correspondence and documentation as requested.
- Attend appointments including, but not limited to, meetings, conferences, court appearances, and scene investigations at the request of the City.
- Provide 24-hour on-call service. This can be accomplished by providing the City with a 24-hour phone number, pager, beeper or telephone number for key personnel. The 24-hour on-call service may include, but not be limited to, responding to an incident scene, attending meetings, and conducting investigations.
- Conduct risk management-related seminars for department heads and/or the City staff at the request of the City up to four times a year.
- The TPA shall conduct quarterly program analyses and status meetings, or more frequently if requested, with the City to discuss case status, issues, and trends based on the TPA's analysis of the program. TPA shall also recommend loss controls and solutions to the City based on its quarterly program analyses.

- The TPA shall provide the City with regular loss reports, as requested by the City, and provide special reports at no, or reasonable, additional expense, when requested.

Claims Personnel

A Dedicated Senior Claims Adjuster and Claims Supervisor shall be assigned to the City's account and appropriate support staff. The City retains the right and opportunity to interview, approve, and/or reject all proposed individuals to be assigned to the City's account.

Claim Handling and Case Review

- TPA will investigate questionable claims with coordination, assistance, and approval from the City.
- The TPA shall maintain, in accordance with California law, a claim file on each reported claim. Said claim file shall also be available to the City during normal business hours and include actual costs and estimated costs of all anticipated benefits and expenses related to the claim file.
- The TPA shall closely monitor all active claims and make timely reports to the City of case status, pending issues, suspected malfeasance, and any other pertinent program information.
- The TPA shall provide the City with regular loss reports, as requested by the City, and provide special reports for an additional expense when requested.
- At the direction of the City, contact the claimant, or their attorney, within five (5) days of receipt of the claim and maintain appropriate contact until the claim is closed.
- Review the status of claims and adequacy of reserves on all active cases at least every 90 days.
- Provide narrative reports to the City when recommending the disposition of a claim, when a claim goes to trial, or any other significant events that have or will occur. Reports must be clear and concise and be provided in a format approved by the City.
- Negotiate settlements within authority limits.

Investigations

Investigative services shall, at a minimum, include the following:

- Take statement of facts from all claimants when not represented by an attorney or with the attorney's permission. Statements will be preserved by recording or by taking handwritten signed statements.
- As warranted, conduct further investigation of a claim and advise the City when further investigation is deemed warranted. Further investigation may

include, but not be limited to, on-site investigation, photographs, interviewing witnesses, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, paramedics reports, marine department or other reports as may be necessary, obtaining building permits or other records as required.

- If a claimant is represented by an attorney, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement as may be appropriate.
- Report all Bodily Injury claims to the Index Bureau. The Conduct Index Bureau searches for repeat claimants. Conduct additional Index Bureau searches at the request of the City.
- Obtain approval from the City before engaging the services of an outside vendor for an investigative assignment.
- At the request of the City, investigate inverse condemnation claims.
- Arrange, with City approval, for expert services including but not limited to professional photography, independent medical examinations, professional engineering services, and laboratory services.

Litigation Management

Litigation management services shall, at a minimum, include the following:

- As requested by the City, the TPA shall contact the City Attorney assigned to handle the case and provide any and all information concerning the claim and investigation.
- Maintain liaison with the City Attorney's Office and any outside defense counsel and provide such investigation as required during the entire litigation process, including but not limited to additional investigations for pre-trial and trial that may be requested by either the City Attorney's Office or defense counsel.
- Assist the City Attorney and defense counsel in preparing and/or answering discovery as requested.
- Assist the City personnel in Small Claims Court actions filed by and against the City, including, but not limited to, obtaining witness information, evidence, assistance in preparing the case for trial, and appearance at the trial if deemed necessary by the City.

Compliance and Reporting

The TPA shall keep the City informed of all program compliance matters and ensure the City meets all program reporting requirements and deadlines. This requirement shall include:

- Prepare and submit all legally required program forms and reports to their authorized agencies on behalf of the city within 15 days of said deadline.
- Submit monthly reports during the term of the agreement. The monthly

reports shall indicate the status and detail of every open claim assigned to the Administrator, including but not limited to the reserves assigned for each claim, a summary of each loss by type, department, year, litigation status, and coded as to cause.

- Report to any excess insurance carrier(s) in accordance with policy provisions. The City will provide the names and addresses of excess insurance carriers. Provide the City with written notification that the required notice has been made to the excess carrier within ten (10) days of the notice of claim.
- Seek reimbursement from the excess insurance carrier for any losses in excess of the City's self-insured retention.

Vendor Qualifications

The selected vendor must have the minimum qualifications as follows:

- A. The proposer has advanced knowledge of the administrative requirements, laws, and practices relating to General Liability Claims Administration within a municipal government setting.
- B. The proposer has demonstrated a track record of success in handling all aspects of General Liability Claims Administration and at least five years providing these services to public entities in the State of California.
- C. Demonstrated experience in assisting other municipalities with the development and/or administration of general liability claims.

Settlement

All settlement proposals aimed at the city shall be forwarded by the TPA or defense counsel in writing, along with a reasoned settlement recommendation with supporting documentation required by the City. Proposals shall be presented to the City with enough time to process and obtain settlement authority from either the city or city council as required.

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Michael Solorza, Director of Finance
City of Montebello
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1600 W. Beverly Blvd
Montebello, CA 90640

or

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msolorza@montebellocity.gov

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 - 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 Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

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.

A. 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.

B. 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.

C. 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.

Vendors 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.

12.0 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 standards applied to all purchases of items and services using Federal funds are as

follows:

- 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.

13.0 Non-Commitment of City

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. Background:** All personnel engaged in the performance of this work shall be employees of the vendor 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 vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the vendor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. Non-Discrimination:** The vendor 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.

15.0 Records

The vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the vendor to audit any performance aspect under this agreement.

16.0 Subcontractors

The vendor 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 vendor 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.

17.0 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 vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The vendor 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 vendor shall be used exclusively in connection with the performance of services.
- B. The vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

The vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 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:

- i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal



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 AMENDMENT NO. 4 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 4 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$40,410; and
2. Authorize the City Manager to execute the amendment on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,410 in Account No. 310-30-302-6040.80 (Golf Course Renovation Project, Public Works, Engineering Services); and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total estimated expense for the additional architectural and engineering services is \$40,410. Staff is requesting approval of a budget amendment to the Fiscal Year 2023-24 budget, by increasing appropriations by \$40,410 in Account No. 310-30-302-6040.80 (Golf Course Renovation Project, Public Works, Engineering Services).

The Golf Course Renovation Project has three distinct phases. The majority of Phases 1 and 2 were paid for utilizing bond funds from the Lease Revenue Bonds, Series 2022A issued in September 2022. The first two phases consisted of rough grading and engineering work, followed by contouring, landscape and related work to create the re-imagined Golf Course. Phase 3 is primarily comprised of work on the new clubhouse as

well as related construction work on/around the clubhouse site. This phase, as well as the additional work related to upgrading the entrance road and accompanying areas, is being funded through Gas Tax and General Fund appropriations.

BACKGROUND/DISCUSSION:

On November 10, 2021, the City Council awarded Professional Services Agreement No. 3937 to SPORTFIVE Golf, LLC in the amount of \$1,238,290 for the design of the Montebello Municipal Golf Course Renovation Project. The agreement was in response to Request for Proposals (RFP) No. 22-1. The design is progressing and is currently 65% completed.

Additional design services are required to address various project elements that were not contemplated as part of the original project scope and/or to address conditions that have changed during the development of the design. The additional services included in Amendment No. 4 are summarized as follows:

1. Additional Engineering Services for ADA upgrade and pavement rehabilitation for Via San Clemente (\$25,410) – Exhibit A-1.

The additional services include:

1) Field Topography – The new topography will be performed along the existing road to generate sections approximately every 25 linear feet. This information will provide enough detail to perform an engineering review to determine areas that are not in compliance with the Americans with Disabilities Act (ADA) guidelines.

2) Via San Clemente Roadway Maintenance Plans – Roadway Maintenance Plans will be prepared at 1"=40' scale for pavement rehabilitation construction purposes showing plan view only. No Street profile will be shown.

3) Construction Support and Site Visits - During construction, SPORTFIVE will assist the City in responding to requests for information (RFI) and will prepare the necessary plan revisions or details to help the contractor finish the work.

2. Additional Engineering Services for Lake Fill Coordination and additional work for Via San Clemente (Storm Drain Improvements, Driveway connection to Topgolf Drive and striping plans) (\$15,750) – Exhibit A-2.

The additional services include:

1) Los Angeles County Department of Health Coordination – LADPH inspected the golf course site and provided some changes to the watering process for the golf

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course. SPORTFIVE worked closely with the Agency and with the contractor to address their comments.

2) Via San Clemente Storm Drain – The operator of Home2Suites requested two catch basin inlets to eliminate the ponding situation around the hotel area. Storm drain plans were developed to show improvements to the system.

3) Revisions to Driveway connection to Topgolf Drive and striping plans for Via San Clemente – Revisions were made to the driveway connection from Via San Clemente to Topgolf Drive to extend the life of the driveway and striping plans were created for Via San Clemente Drive due to the new pavement improvements.

The contract amount for SPORTFIVE Golf, LLC has increased from \$1,238,290 to \$1,979,957 since the original award date in 2021. See below for a breakdown of previous amendments, along with the proposed Amendment No. 4:

Original Contract with SPORTFIVE	\$1,238,290
Amendment No. 1	\$188,790
Amendment No. 2	\$149,890
Amendment No. 3	\$362,487
Amendment No. 4	\$40,410
Total Contract Amount	\$1,979,957

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval by the City Council of Amendment No. 4 to Agreement No. 3937, staff will coordinate the completion of the added services and the design of the golf course with SPORTFIVE Golf, LLC. A budget amendment in the amount of \$40,410 is required, increasing appropriations for Fiscal Year 2023-24 in Account No. 310-30-302-6040.80 (Golf Course Renovation Project, Public Works, Engineering Services).

ATTACHMENT(S)

1. Attachment A - Agreement No. 3937
2. Attachment B - Amendment No. 1 to Agreement No. 3937
3. Attachment C - Amendment No. 2 to Agreement No. 3937

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4. Attachment D - Amendment No. 3 to Agreement No. 3937
5. Attachment E - Amendment No. 4 to Agreement No. 3937

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3937
BY AND BETWEEN
CITY OF MONTEBELLO
AND
SPORTFIVE GOLF, LLC**

THIS AGREEMENT ("Agreement") is made and entered into on **November 16, 2021**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and SPORTFIVE Golf, LLC (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 Professional services 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, RFP 22-1 issued on October 20, 2021, to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project in the City of Montebello ("Request for Proposals"), as such is set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, **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 to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project as set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR 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") for a total not-to-exceed amount of **one million two hundred and forty-four thousand two hundred and forty dollars (\$1,244,240)**. CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire in Two (2) Years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to One (1) Year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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 thirty (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.

PSL

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.

Each of the Parties (the "Indemnifying Party") agrees to, and shall indemnify, protect and hold harmless, the other, its officers, officials, employees, subsidiaries, affiliates, parent entities, agents and volunteers (and, as it relates to the CITY, its elected and appointed boards) (collectively, the "Indemnified Parties") 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 Indemnified Party 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 Indemnifying Party's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of such Indemnified Party.

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 \$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) 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, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

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

CITY:

Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello

1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

Copy to:
City Attorney
Arnold M. Alvarez-Glasman
13181 Crossroads Parkway North, Suite 400, West Tower
Industry, CA 91746

CONTRACTOR:
Mr. Michael Angus
SPORTFIVE
7077 E Marilyn Road, Suite 140
Scottsdale, AZ 85254
E-mail: michael.angus@sportfive.com

Copy to:
General Counsel
SPORTFIVE
7777 Glades Road, Suite 100
Boca Raton, FL 33434
E-Mail: lee.galkin@sportfive.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.

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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



René Bobadilla
City Manager

Dated: 11/30/21

ATTEST:



Christopher Jimenez,
City Clerk

CONTRACTOR



SPORTFIVE Golf, LLC
R. Steve Loy
President, Global Golf

Dated: 11-17-2021

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney



EXHIBIT A
SCOPE OF WORK

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RFP BY

SPORTFIVE

RICK SMITH GOLF DESIGN

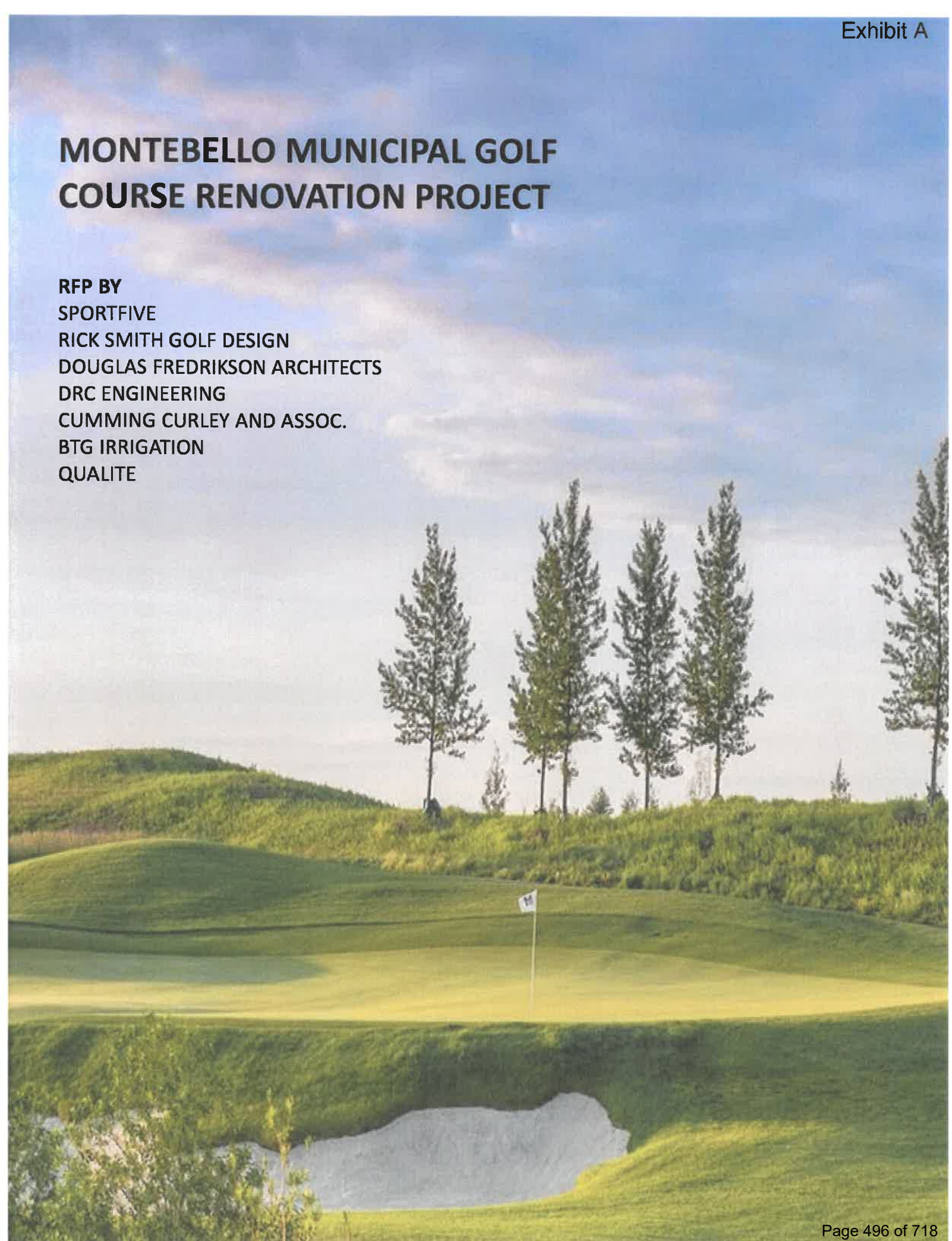
DOUGLAS FREDRIKSON ARCHITECTS

DRC ENGINEERING

CUMMING CURLEY AND ASSOC.

BTG IRRIGATION

QUALITE





November 3, 2021

Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Mr. Enriquez,

With a rich municipal golf history, a community focus on recreation and well-being, and a celebrated family-oriented and all-inclusive city character, the Montebello Golf Course renovation is an ideal project to sustain the traditions and future goals of the City of Montebello.

A community with passion, a golf course with endless opportunities, a consultant team ready to put their hearts into rejuvenating this City-owned jewel, our team is pleased to respond to the City of Montebello Municipal Golf Course Renovation Project RFP to re-energize the golf course and enhance and program the adjacent City-owned property for their best use.

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.

Our Consultant Team has been strategically coordinated to meet all aspects of this RFP scope:

- **SportFive:** Planning and Design (Team Lead: Michael Angus)
- **Rick Smith Golf Course Design:** Golf Course Design (Team Lead: Rick Smith)
- **Douglas Fredrikson Architects:** Architecture (Team Lead: Doug Fredrikson)
- **DRC Engineering:** Engineering (Team Lead: Jay Brander)
- **Cummings, Curley and Associates:** Landscape Architecture (Team Lead: Robert Curley)
- **BTG:** Golf Course Irrigation Design (Team Lead: Dave Taylor)
- **Qualite:** Lighting Design (Team Lead: Corey Lines)

We are designers, golfers, recreation enthusiasts and place makers. Enclosed, please find our stories of success, expertise, vision and passion.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus
Director, Design & Development
SportFive

POINT OF CONTACT

MICHAEL ANGUS
7077 E. MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA, USA 85254
(480) 483-9500 OFFICE
(480) 688-4047 MOBILE
michael.angus@sportfive.com
www.sportfive.com

PROJECT UNDERSTANDING AND APPROACH

The City of Montebello has a proud parks, recreation and sports history and commitment to improve the quality of life for all current and future Montebello residents. Along with this commitment, the City of Montebello has open space and recreational amenities throughout the city. Within this open space are parks, fields, trails and to the northwest adjacent to the 60 Freeway, lies the Montebello Golf Course.

The golf course first opened in 1928 as a private golf club and part of a master planned community. In 1941, the City of Montebello purchased the golf course for public use. In its current improved state, the golf course is located on 120 acres of land. The golf course property is improved with an 18-hole, Par 71 course, clubhouse facility, small practice area, practice putting green, golf cart storage and a golf maintenance facility.

The RFP project proposes to renovate a portion of the existing Montebello Golf Course property. The project area is approximately 72.5 acres and will replace the existing 18-hole golf course with a new and modern, first-class, championship golf course complex that compliments the adjacent Topgolf project and existing hotels and Quiet Cannon event center.

The City of Montebello's goal is to engage a consultant team to provide project management and coordination, produce a vision/master plan and prepare detailed design construction plans and documents. The project will need to efficiently compliment, enhance and work well with the adjacent Topgolf project. The City of Montebello is requesting proposals to analyze renovation of the golf course with the primary goal to improve its long-term financial stability and provide a world-class golf and recreational environment for all residence of Montebello and neighboring communities.

For years, the golf course has served residents and visitors as a quality golf experience for all skill levels. Just as the community has evolved so has the golf-centric culture of its residents. More and more people are limited to enjoying golf, by limited accessibility and limited availability of time.

Our team recognizes this trend of lack of accessibility and time with golf and sees an opportunity by improving and enhancing the existing golf course and integrating it with the planned adjacent Topgolf. There is an opportunity and synergy of these uses that can be transformative. Our team believes that with open communication and collaborating with City of Montebello leadership, there is an approach to designing an innovative golf complex unlike any other in the world. The City of Montebello stands to create a dynamic mutually beneficial golf course complex that is integrated with and compliments the City's partnership with Topgolf, as well as provide a world-class and inclusive golf experience for all City of Montebello residence.

PROJECT UNDERSTANDING

Our Team has been on-site multiple times, played the golf course as a group, analyzed all opportunities and constraints of the existing golf course and understand the adjacent land uses.

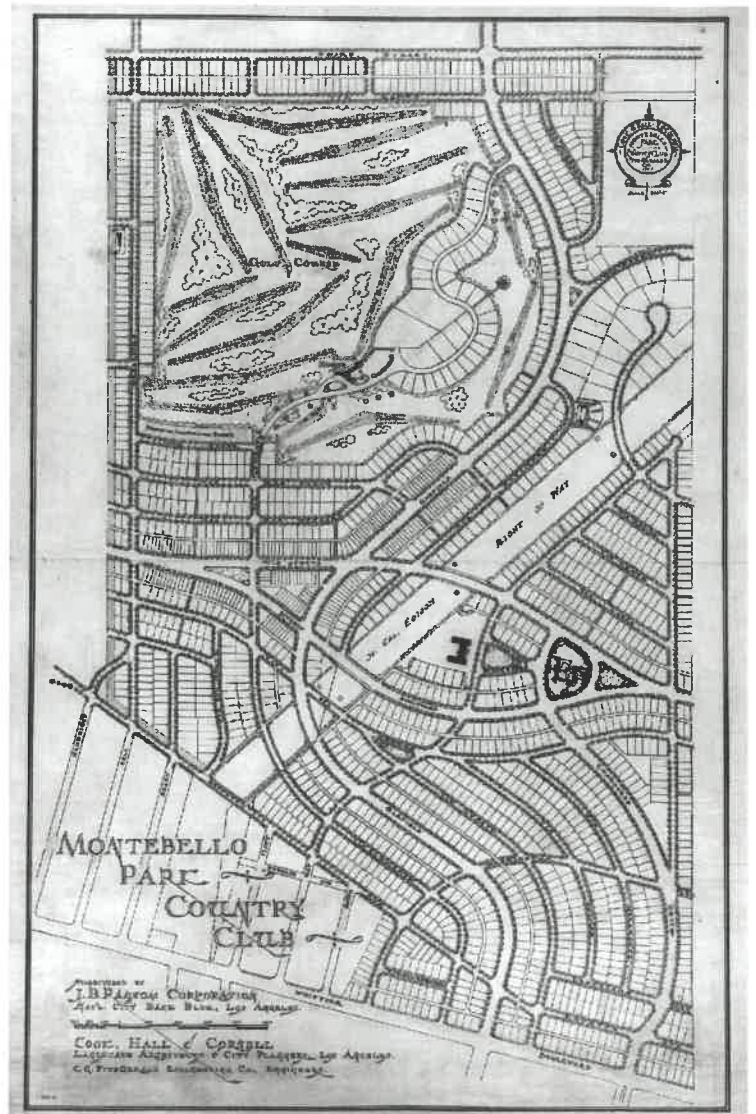
Currently, a 140-acre facility the Montebello Golf Course features an aging 18-hole golf course



PROJECT UNDERSTANDING

Our Team has researched and studied the history and has documented the changes made and evolution of the golf course.

*Original 1928 Master Plan
(right)*



*1998 Montebello Golf Course
after Renovation (below)*



PROJECT UNDERSTANDING

Existing Conditions

Declining Playing Conditions



Player Safety is a Concern, Nets Required



*Outdated and Looming Infrastructure
on Golf Course Needs Replacing*



*Outdated and Inefficient Irrigation System
Leads to Unnecessary Water Use and
High Maintenance Costs*

PROJECT APPROACH

Our Team Vision and Guiding Principles

1. Will grow the game of golf
2. Encourages group and family interaction
3. Provides open space, recreation and entertainment for all Montebello residents
4. Will be a unique destination for consumers outside of Montebello
5. Will be sustainable for future generations
6. Will be a financial stimulus to the City of Montebello

PROJECT APPROACH

Our Team has collaborated and prepared multiple concept plans. We are ready for collaboration and partnership with the City of Montebello. Below is a preliminary Concept Vision Plan we prepared.



"Creating Community Through People, Recreation and Entertainment"

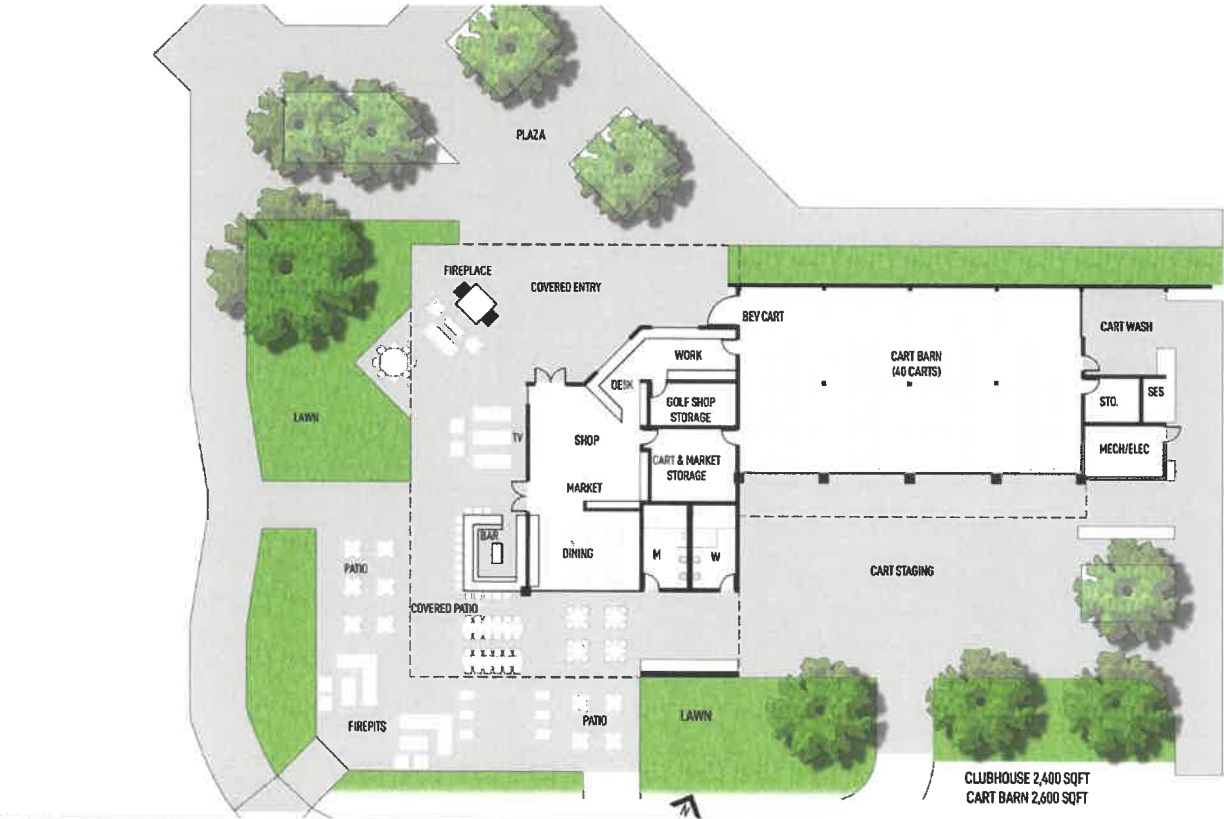
PROJECT APPROACH

The project will need to efficiently compliment, enhance and work for both the new golf course and with the adjacent Topgolf project. A central “arrival” and “golf hub” location is recommended and proposed. There is an opportunity and synergy of these uses that can be transformative.



PROJECT APPROACH

Our Team, led by Douglas Fredrikson Architects, has prepared detailed concept plans for a new golf clubhouse area, complete with golf cart storage, food and beverage and community-focused outdoor entertainment area.



PROJECT APPROACH

Our Team vision for the new golf clubhouse area is to provide a space ideal for golfers, but also a space that is available and inviting for non-golfers and all City of Montebello residents to use and enjoy.



PROJECT APPROACH

Our Team, led by Rick Smith Golf Design, has prepared detailed concept plans for an innovative and challenging, full-size 9-Hole Championship Golf Course.



Golf Course Vision & Goals

*Best Nine-Hole Course
in the U.S.*

Higher Quality Design

Low Operational Costs

*Better Maintenance
and Conditions*

*New Entry Drive and
Arrival*

*Multi Use Pro-
Shop/Starter/Restroom*

*More Enjoyable and
Memorable*

*Better for the
Environment*

*Safer and Reduced
City Liability*

*Inclusive to All
Montebello Residents*

PROJECT APPROACH

Incorporated into the golf course layout and design is an innovative “3-hole loop course” and “5-hole loop course” option.



3-Hole & 5-Hole Loop Option

Conveniently Starts and Finishes at the Golf Clubhouse Area

Beginner Course

Ideal for Juniors

Ideal for Seniors

Requires Less Time

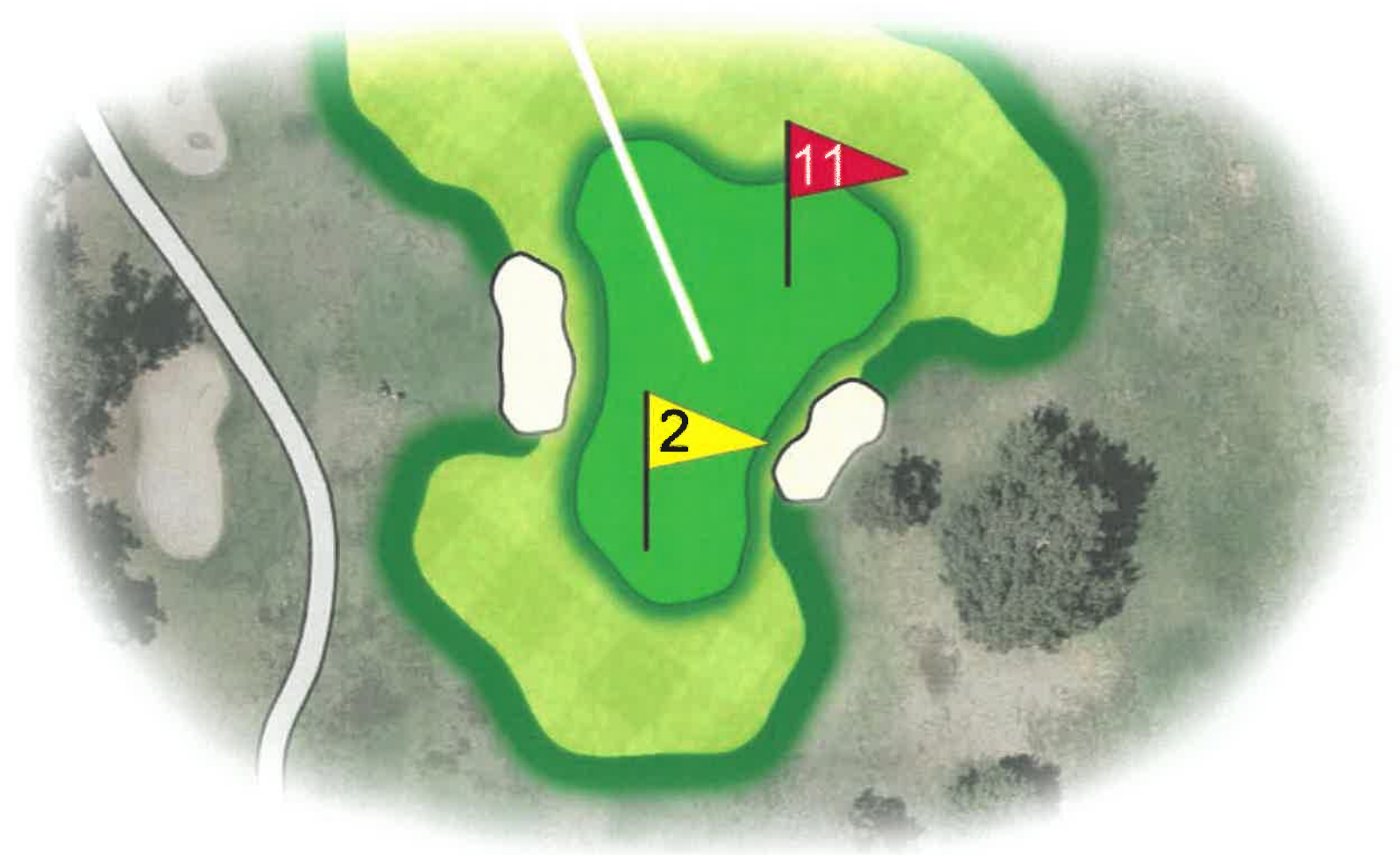
Affordable

Easily Walkable

Added Revenue for City of Montebello

PROJECT APPROACH

The 9-Hole Golf Course could be played twice utilizing different Tees and Pins for an 18-Hole Course option.



Same 9-Holes Utilizing Two Pins per Green for an Optional 18-Hole Course. Innovative and Unique Double-Green Design.

PROJECT APPROACH

A unique component to the golf complex is a 6-hole short course and Putting Course. This allows players new to golf, youth and seniors to participate in less intimidating environment. Avid and experienced golfers will appreciate practicing their short game, chipping and putting in this ideal setting



To appeal to evening golfers, it is recommended to light the short course with energy efficient, non-glare LED lights. Doing so will provide a new demand during evening hours.

PROJECT APPROACH

Our Team, is proposing a partnership with innovative, technology-based company Toptracer, to be the first golf course to incorporate and provide an on-course experience of golf shot tracking. This partnership is a natural fit and opportunity as Toptracer is owned by Topgolf. This technology would add value and introduce golf to a new generation of players to Montebello Golf Course.

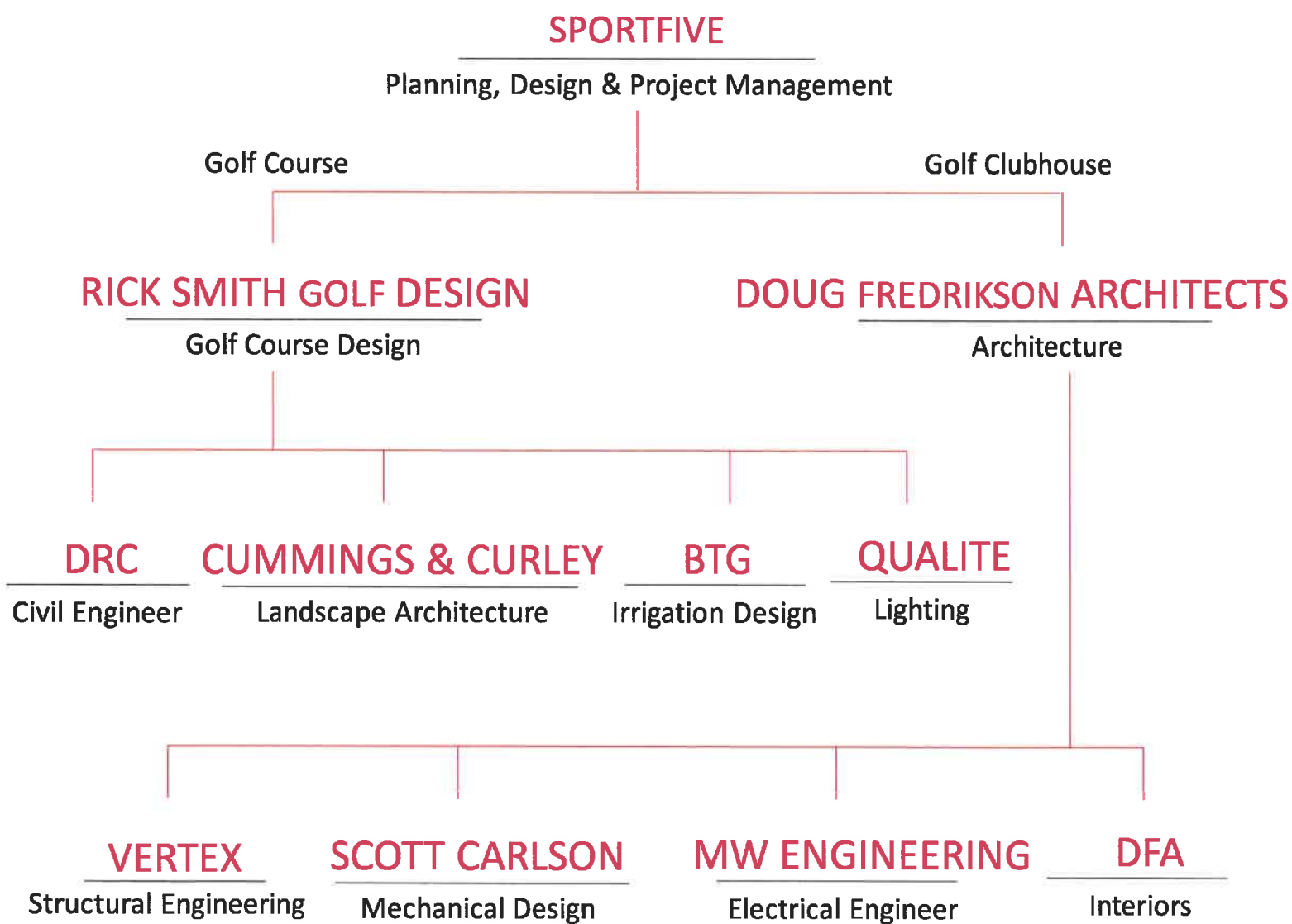


“Toptracer is revolutionizing the golf experience all over the world and through it all, the company has remained committed to its core principle... to change the way people enjoy golf.”



OUR TEAM

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.



Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

TOPGOLF – THE LAKES AT EL SEGUNDO, El Segundo, CA

Client: Topgolf and The City of El Segundo

Scope: Municipal Golf Course Repurpose Project / Golf Course Design

SHEET INDEX

DESCRIPTION	SHEET #
Golf Course Site Plan	1
Clubhouse & Dining Plan	2
Site Area Plan	3
Grading, Drainage & Features Plan	4
Earthwork Cut & Fill Plan	5
Grassing Plan	6
Green Details	7
Construction Details	8

SCORECARD

HOLE	PAR	Back	Middle	Forward	Futling
1	3	120	105	88	30
2	5	145	125	110	30
3	5	80	75	50	30
4	3	128	120	100	30
5	3	110	95	70	30
6	3	90	80	60	30
7	3	115	100	78	30
8	3	130	110	90	30
9	3	80	60	40	30
10	3	105	80	65	30
Total	30	1,190	950	750	300

NOTES

- Golf Course, Golf Course Clubhouse, Topgolf Village and Parking Lot are to be under construction and built concurrently. Golf Course to be built in conjunction with Topgolf and Topgolf's other Contractors.
- Site Address: 400 S. Sepulveda Blvd, El Segundo, CA 90245

SCORECARD

HOLE	PAR	Back	Middle	Forward	Futling
1	3	120	105	88	30
2	5	145	125	110	30
3	5	80	75	50	30
4	3	128	120	100	30
5	3	110	95	70	30
6	3	90	80	60	30
7	3	115	100	78	30
8	3	130	110	90	30
9	3	80	60	40	30
10	3	105	80	65	30
Total	30	1,190	950	750	300

NOTES

- Golf Course, Golf Course Clubhouse, Topgolf Village and Parking Lot are to be under construction and built concurrently. Golf Course to be built in conjunction with Topgolf and Topgolf's other Contractors.
- Site Address: 400 S. Sepulveda Blvd, El Segundo, CA 90245

SCALE 1" = 40'

GOLF COURSE SITE PLAN

DATE April 8, 2011
REV DATE
DESIGN BY Topgolf / St. Angelo
SHEET 1 of 8

Scope: Municipal Golf Course Repurpose Project / Golf Course Design



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

PAPAGO GOLF COURSE, Phoenix, Arizona

Client: City of Phoenix and Arizona State University

Scope: Municipal Golf Course Repurpose Project / Golf Course Design / Golf Clubhouse Architecture & Design



Site Plan

Papago Master Plan

PHIL MICKELSON
GOLF

F

Douglas Fredrickson
ARCHITECTS

RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

TORREY PINES NORTH GOLF COURSE, La Jolla, California

Client: City of San Diego

Scope: Municipal Golf Course Masterplan / City Approval



NOLE 3 - DESIGN CONCEPT / VISION



HOLE 3 - EXISTING CONDITIONS



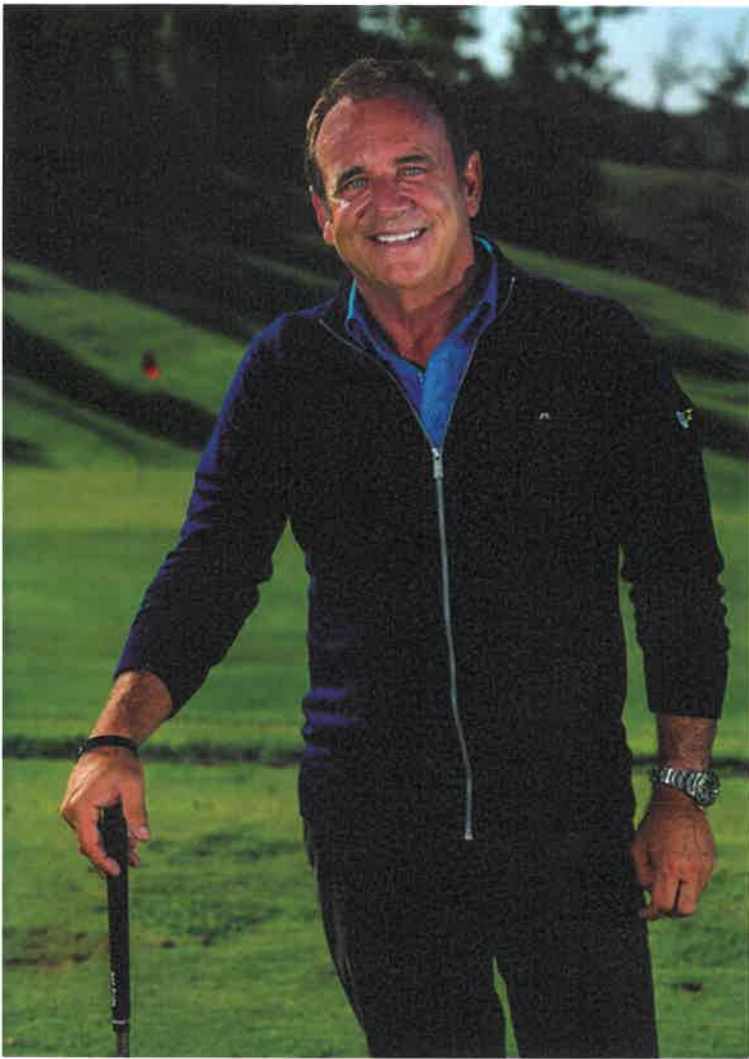
SPORTFIVE GOLF COURSE PLANNING & DESIGN FIRM BACKGROUND

SportFive Golf Course Planning & Design is a golf course design firm responsible for many of the world's most recognized golf course development projects. Our firm is dedicated to creative thinking and understanding all perspectives of every project. We plan and design large scale golf course projects on unique, special and beautiful landscapes, while not missing any small important detail.

The golf course design division is supported by SportFive, one of the world's largest sports agencies representing professional athletes in Golf (PGA), Football (NFL), Baseball (MLB) and Tennis. In golf, the agency represents 42 active golfers on the PGA Tour. The resources of a large sports agency adds additional value to our clients and their golf course design projects.

SportFive Golf Course Planning & Design's approach to all golf course design and development projects is a partnership with the Client and a collaboration with the entire team. It is our belief that this partnership spirit leads to successful projects.





RICK SMITH

AWARD WINNING
GOLF COURSE ARCHITECT

WORLD RENOWN GOLF
INSTRUCTOR

INNOVATOR HELPING GROW
THE GAME OF GOLF





RICK SMITH

AWARD WINNING GOLF COURSE ARCHITECT

Rick Smith has won dozens of awards and accolades for his dedication and skill as a Golf Course Architect. Since 1990, Rick has designed many golf courses in the United States and around the world. Rick has a special ability to incorporate golf strategy and playability for all levels and abilities of players. Rick brings a unique and special ability to bring his golf strategy and artistic vision to each project.

Additionally, Rick is a Partner in the Phil Mickelson Design Group. Rick and Phil have collaborated on golf design work in the United States, China, Canada and are currently working on numerous other golf course designs.

Rick Smith leads a dedicated and experienced golf course design staff. The Rick Smith Golf Course Design team manages the day to day business, direct client contact and assists Rick Smith with all design development projects. The Rick Smith Design office and design staff is based in Scottsdale, Arizona.





RICK SMITH

WORLD RENOWN GOLF INSTRUCTOR

In addition to achieving great success as a Golf Course Architect, Rick Smith is regarded as a World Renown Golf Instructor. In 2009, Rick was ranked as the number two golf instructor in the world by PGA Tour players and since 2000, Rick has been consistently ranked as one of the top golf instructors in the world by Golf Digest Magazine.

Instructor for all levels from beginner to PGA Tour Players and golfs greatest champions, such as Jack Nicklaus, Phil Mickelson and Greg Norman.

Rick's knowledge of golf instruction and ability to connect with all golfers, provides a unique perspective and rare expertise in golf course design and golf practice facility design.





GOLF COURSE DESIGN

EXPERIENCE & SELECTED PROJECTS

Rick Smith Golf Design

Arcadia Bluffs Golf Resort, *Arcadia Bluffs, Michigan*

Oakland University Sharf Course, *Oakland, Michigan*

St. James Golf Club, *Port St. Lucie, Florida*

Treetops Resort Signature and Tradition Course, *Gaylord, Michigan*

Threetops Par 3 Course, *Gaylord, Michigan*

Turning Stones Shenendoah Course, *Verona, New York*

Turning Stone Par 3 Course, *Verona, New York*

Wuskowhan Players Club, *Sheldon, Michigan*

Golf Design Projects with Phil Mickelson

Trump International Golf Club Bali, *Bali, Indonesia*

Mickelson National Golf Club, *Calgary, Canada*

Aqua Golf Club, *Kunming, China*

Mickelson Shanghai International Club, *Shanghai, China*



DOUGLAS FREDRIKSON ARCHITECTS

PROFILE

Douglas Fredrikson Architects, Inc. is an eight person firm located Phoenix, Arizona founded in 1996 that specializes in Golf Clubhouses, Community Centers, Environmental Design, Hospitality, and Custom Residential Design. Its Founder and President, Douglas W. Fredrikson, AIA has practiced architecture in Phoenix for 40 years.

Mr. Fredrikson attended Georgia Institute of Technology and Kansas State University for his undergraduate degree in Architecture and came to Phoenix to continue his education at ASU, in the Masters Program in Solar Architecture. After completing his internship at various firms in the Phoenix area, Mr. Fredrikson joined Cornoyer-Hedrick (1979-89) where he became a Principal and was lead Designer for several notable projects including: **The Buttes Resort**, Tempe, Az., **Troon Golf & Country Club**, Scottsdale, Az., **Stonecreek**, **The Golf Club**, **The Harrington Arthritis Research Center**, Phoenix, Az., and **Fairlane Plaza and Ritz-Carlton Hotel**, in Dearborn, Mi..

Departing Cornoyer-Hedrick, Mr. Fredrikson co-founded Davis Fredrikson Davis (1989-96) where he completed the design of several award winning projects that included: **Grayhawk Golf Club**, Scottsdale, Az., **La Quinta Private Club**, La Quinta, Ca., **Los Lagos Country Club**, Hermosillo, Mexico, **Sunridge Canyon Golf Club**, Fountain Hills, Az., **Coyote Lakes** and **Arizona Traditions**, Surprise, Az., **Phoenix Country Club**, Phoenix, Az., and **El Rojo Grande Ranch/ Offield Residence**, Sedona, Az.

Douglas Fredrikson Architects has completed: **Indian Wells Golf Resort**, Indian Wells, Ca., **Whisper Rock Golf Club**, **The Cottages at Whisper Rock**, **Saguaro Ridge Custom Home**, **Desert Pavilion at Terravita**, **Mirabel Gatehouse**, **Troon Country Club**, **Foothills Animal Rescue/Brynne Smith Memorial Campus**, and **Grayhawk Golf Club**, **Isabella's**, **Mojo's** and **The Fairway House** at **Grayhawk** in Scottsdale, Az., **Desert Ridge Community Center**, **Aviano Community Center**, **Arizona Country Club**, **Moon Valley Country Club**, **Aguila Golf Club**, **Revive Spa/Fitness and Cabanas at JW Marriott Desert Ridge**, **Papago Golf Club** and **ASU Golf Team Practice Facility**, and **Dynamite Mountain Ranch** in Phoenix, Az., **WeKoPa Golf Club**, **Eagle Mountain**, and **Desert Canyon Golf Club** in Fountain Hills, Az., **The Ritz-Carlton Golf Club at Dove Mountain**, Tucson, Az., **Seven Canyons Golf Club**, **Enchantment Resort**, **Casitas and Meeting Facility**, Sedona Az., **Camelback Golf Club**, **Paradise Valley**, Az., **Copperwynd Club and Inn**, Fountain Hills, Az., **Conestoga Golf Club** and **Oasis Golf Club**, Mesquite, NV., **Southern Highlands Golf Club and Villas**, and **Liberty Center** in Las Vegas, NV., **Laughlin Ranch Golf Club**, Bullhead City, Az., **Hanyo Grill Sheraton Wildhorse Pass**, **Whirlwind Golf Club**, Chandler, Az., **Southern Dunes Golf Club**, Maricopa, Az., **The Retreat Golf Club**, Corona, Ca., **Cimarron Hills Golf Club**, Georgetown, Tx., **Greentree GC**, Victorville, Ca., **The Crossings Golf Club**, Carlsbad, Ca., **Escena Golf Club**, Palm Springs, Ca., **Riverside Country Club**, Provo, Utah, **Willow Creek Country Club**, Sandy, Utah, **Skyestone Community Center**, Broomfield, CO and **Dismal River Golf Club** in Mullen, Ne.

Mr. Fredrikson's efforts in architecture have been recognized by 50 awards in the profession and industry for design excellence and innovation. He is a frequent guest lecturer on Golf Clubhouse design and is a member of the USGA, National Golf Foundation, AGA, ULI, AIA and a NCARB Certificate holder registered in 19states. See the work at DFArchitects.com.

Currently the firm has in design or construction: **Arizona Biltmore Golf Club**, **Arizona Biltmore Hotel Spa**, Phoenix, Az., **Red Hawk Golf Club**, Los Cruces, NM, **Legends Club**, Nashville, Tn., **Windsong Farm**, Minneapolis, MN. **Ventanas De San Miguel**, San Miguel Allende, Mexico, **Trailhead Golf Club**, **Liberty Lake**, WA., and **Grayhawk Lodge** in Scottsdale, AZ.

■ PROFILE

As President of *Douglas Fredrikson Architects, Inc.*, Mr. Fredrikson is responsible for conceptualization, project design and team leadership for all of his firm's planning and architectural projects. In previous associations with other firms and in his private practice as a Senior Designer/Principal, he has had direct control of over 500 million dollars of design and construction. He has extensive golf clubhouse, commercial office, retail, custom residential, master planning and resort/hospitality experience. His design work has been recognized by over 40 awards from the industry and profession.

■ PROFESSIONAL EXPERIENCE

Douglas Fredrikson Architects, Inc., President, Phoenix, Arizona. 1996-

Davis Fredrikson Davis, Inc., Principal/Vice President, Phoenix, Arizona. 1991-1996

DeRevere Partnership, Principal/Senior Designer, Phoenix, Arizona. 1989-1991

Cornoyer Hedrick, Principal/Senior Designer, Phoenix, Arizona. 1979-1989

Schoneberger Associates, Project Architect/Designer, Phoenix, Arizona. 1977-1979

Brock and Craig Associates, Designer/Job Captain, Mesa, Arizona. 1976-1977

■ EDUCATION

Arizona State University

Masters Program in Solar Architecture. 1977

Kansas State University

Bachelor of Architecture, Summa Cum Laude. 1974-1976

Georgia Institute of Technology

College of Architecture. 1970-1974

■ REGISTRATION

Arizona, Arkansas, California, Colorado, Georgia, Idaho, Indiana, Michigan, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, New York, Texas. Utah, NCARB # 37626

■ AFFILIATIONS

American Institute of Architects
National Golf Foundation
Desert Botanical Garden
Phoenix Art Museum
Arizona Golf Association

■ PROJECT EXPERIENCE

GOLF CLUBHOUSES

Grayhawk Golf Club, Scottsdale, Arizona
Whisper Rock Golf Club, Scottsdale, Arizona
Southern Highlands Golf Club, Las Vegas Nevada
Indian Wells Golf Resort, Indian Wells, California
Ritz-Carlton at Dove Mountain Golf Club, Marana, Arizona
Greentree Golf Club, Victorville, California
Citrus, La Quinta Resort, La Quinta, California
Stone Canyon Golf Club, Tucson, Arizona
WeKoPa Golf Club, Fountain Hills, Arizona
The Retreat, Corona, California
Seven Canyons, Sedona, Arizona
Whirlwind Golf Club, Phoenix, AZ
Willow Creek Country Club, Sandy Utah
Emerald Lake Golf Club, Matthews, North Carolina
Promontory Club, Park City, Utah
Wu Yi, Macau, China
Nantihu, Hainan China
Moon Valley Country Club, Phoenix, Arizona
Riverside Country Club, Provo, Utah
Migrino, Cabo San Lucas, Mexico
Ventanas, San Miguel, San Miguel, Mexico
Dismal River Club, Mullen, Nebraska
Cimarron Hills, Georgetown, Texas
Crane Creek, Boise, Idaho
Laughlin Ranch, Bullhead City, Arizona
Southern Dunes, Maricopa, Arizona
Escena, Palm Springs, California
Arizona CC, Phoenix, Arizona
SunRidge Canyon, Fountain Hills, Arizona
Camelback Golf Club, Scottsdale, Arizona
Tonto Verde Country Club, Rio Verde, Arizona
Phoenix Country Club, Phoenix, Arizona
Troon Golf and Country Club, Scottsdale, Arizona
Jackson Creek Golf Club, Castle Rock, Colorado
Vistoso Golf Club, Tucson, Arizona
Vistal Golf Club, Phoenix, Arizona
Eagle Mountain Golf Club, Fountain Hills, Arizona
The Crossings, Carlsbad, California
Los Lagos Country Club, Hermosillo, Sonora, Mexico
Coyote Lakes Golf Club, Surprise, Arizona
Oasis Golf Club, Mesquite, Nevada
Desert Canyon Golf Club, Fountain Hills, Arizona
Aquila Golf Course, Phoenix, Arizona
Arizona Traditions, Surprise, Arizona
Ventana Canyon Golf & Racquet Club, Tucson, Arizona
Stonecreek, The Golf Club, Paradise Valley, Arizona

HOSPITALITY/RESTAURANT

Enchantment Resort, Sedona, Arizona
The Buttes, Tempe, Arizona
Ritz-Carlton, Dearborn, Michigan
Camelback Inn Spa, Scottsdale, Arizona
Copperwynd and Inn, Fountain Hills, Arizona
The Villas at Southern Highlands, Las Vegas, Nevada
El Rojo Grande, Sedona, Arizona
La Posada Resort, Paradise Valley, Arizona
The Lodge/Spa at Grayhawk, Scottsdale, Arizona
Quill Creek Café, Scottsdale, Arizona
The Monterrey Hotel, Monterrey, Mexico
Fairway House at Grayhawk, Scottsdale, Arizona
The Campanile, Vail, Colorado
Kona Kai Resort, San Diego, California

COMMUNITY CENTERS

Aviano, Phoenix, Arizona
Fireside at Norterra, Phoenix, Arizona
Fireside at Desert Ridge, Phoenix, Arizona
Skyestone, Parker, Colorado
Windgate Ranch, Scottsdale, Arizona
Sun City Anthem, Henderson, Nevada
Reverence, Las Vegas, Nevada
Promontory, Park City, Utah
Anthology, Parker, Colorado
Sandia, Coolidge, Arizona

MUNICIPAL PROJECTS

Indian Wells Golf Resort Indian Wells, California

type: Municipal Golf Facility
 client: City of Indian Wells
 size: 55,000 s.f.
 cost: \$30,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Mayor Mary Roche
 760.776.0222
 marytroche@aol.com
 awards: Golf Inc. Public Club
 House of the Year, 2008
 Gold Nugget Best of the
 West Merit Award, 2008



Project Relevance

- Municipal Golf Clubhouse
- Indoor Practice Facility / Performance Center
- Meeting Rooms
- Locker Rooms
- Community Room
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas Fredrikson, A.I.A.
- **Project Manager**
Alexandra Lemos

The Crossings at Carlsbad Carlsbad, California

type: Municipal Golf Facility
 client: City of Carlsbad
 size: 35,000 s.f.
 cost: \$22,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Skip Hamman
 760.602.2726
 skip.hamman@carlsbad.ca.gov
 awards: Golf Inc. Public Club
 House of the Year
 Runner Up, 2008



Project Relevance

- Municipal Golf Clubhouse
- Practice Facility
- Meeting Rooms
- Locker Rooms
- Hitting Bays
- Community Room
- Class Rooms
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas W. Fredrikson, A.I.A.

Green Tree Golf Course Victorville, California

type: Municipal Golf Facility
 client: City of Victorville
 size: 20,000 s.f.
 cost: \$8,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Jon Gargan
 760.245.2273
 jgargan@ci.victorville.ca.us



Project Relevance

- Municipal Golf Clubhouse
- Locker Rooms
- Meeting Rooms
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas W. Fredrikson, A.I.A.

Services

Site Civil Services

- Conceptual Studies
- Grading Plans
- Erosion Control Plans
- Composite Utility Plans
- NPDES Compliance
- ADA Compliance
- Specifications
- Cost Estimates
- Retaining Wall Design

Public Works Infrastructure

- Roadway Design
- Storm Drain Design
- Drainage and Hydrology Studies
- Sewer and Water System Design
- Land Surveying
- Boundary and ALTA Surveys
- Topographic Surveys
- Tentative and Final Maps
- Construction Staking

Dry Utility Services

- Project Management and Scheduling
- Utility Systems Preliminary Design
- Documentation/Processing
- Preliminary Cost Estimation
- Utility Relocations and Conversions
- Technical Review
- Dry Utility Inspections

Project Management

- Project Coordination
- Consultant/Team Coordination
- Scheduling
- Cost Estimating



DRC Engineering, Inc.

DRC Engineering, Inc. (DRC) is a consulting engineering and land surveying firm that provides services to commercial, industrial, retail, and residential developers. We specialize in site civil design and subdivision engineering for projects that include large regional retail centers, business parks, industrial complexes, mixed use developments, residential infills and new subdivisions. DRC's role in these types of development projects commonly includes the preparation of necessary grading plans, plot plans, erosion control plans, street plans, hydrology studies, storm drain plans, sewer and water plans, traffic plans, and other civil-related elements.

DRC is based in Southern California.

Our Mission

DRC's mission is to be a valuable and dependable resource to our clients in the development community by providing planning, engineering and design, land surveying, project management, permit coordination, and other services. We are dedicated to our client's success and strive to distinguish DRC through our professionalism, commitment and integrity.

Clients

DRC's clients are:

Developers of :

- Retail and entertainment complexes
- Residential infill and new subdivisions
- Hotels
- Business parks
- Industrial parks

Private Institutions

Architects

Municipal Governments



The DRC Value Proposition

Service. Timeliness. Value. These are the hallmarks of DRC's work. Our principals and senior managers apply more than 200 years of collective experience in engineering, surveying and planning to achieve optimum and accurate designs that contribute to successful projects for our clients. On every project it is our objective to meet our client's needs and expectations through:

- **Superior Service** – DRC is known for commitment, responsiveness and dependable client support. Outstanding service and design are achieved through the efforts of our experienced project managers and engineers, who take a direct, no-nonsense approach to successful project delivery and problem solving. Our ability to conceive and implement practical solutions is facilitated by our experience and knowledge of entitlement and permit processes.
- **On-time Delivery** – Time is money. The value of any service is diminished when schedules are missed. We assure the timely delivery of our work through the dedication of appropriate staff and our network of resources to fulfill project requirements. We incorporate the latest computer aided design and drafting technology to deliver completed plans in hard copy and electronic formats. Critical information is ready for use by other project participants and duplication of effort is minimized. The effective use of technology is a key element in delivering value to our clients.
- **Excellent Value** – An important part of our business is building alliances with small to mid-sized specialty firms that help us meet the specific requirements of our clients. This approach affords us several advantages. It allows us to offer a wider range of services, keep overhead costs low, and presents new opportunities for growth. The result is that we can offer our clients billing rates that are lower than those of most of our competitors.

Firm Profile

Having provided Landscape Architectural services since 1972 for a vast variety of projects for over 49 years and under the direction of Robert Curley for the past 34 years, Cummings Curley and Associates possesses the experience and expertise to create sustainable and maintainable landscape for any genre of projects. Cummings Curley and Associates, Inc. is a professional corporation providing professional services in landscape architecture and land planning. Our approach for all projects is essentially the same: involvement from basic project analysis, design concept and comprehensive preparation to observation of final construction. Principal involvement is key in the day-to-day progress of each project, particularly taking a definitive lead both in meetings with the client and CCA's office staff. Staff is directed to give the client their full attention and respond to any and all requests in a timely fashion. This method of design implementation and project management enables us to provide design services to a large spectrum of clients on a variety of unique and challenging assignments.

Cummings Curley and Associates' unique office structure allows for instant mobilization on projects rapidly and in an efficient manner. The Principal not only has extensive experience with staff management and delegation of projects and tasks but has current, operating knowledge of the latest CAD design software as do all other office staff. For a Principal to have the ability not only to open and review project documents in CAD to respond to client questions or comments, but to have the ability to design, engineer and edit CAD files has proven to be a very efficient and timely means for meeting our clients' needs, expectations and time requirements. Cummings Curley and Associates run a staff from three to eight depending on project needs.

Completed projects include those in the commercial, institutional, municipal, recreational, residential development, private residential, estate and ranch sectors of industry. Typical services include design, cost estimation and preparation of working drawings for all phases of landscape development including construction plans and details, grading and drainage, planting, irrigation, lighting, water conservation plans, and amenity specification. Some of these services have been enhanced by experience working with "public art" and by the principal's consultation by Rain Bird on the development of innovative irrigation products and materials in the interest of using water resources most efficiently.

Robert Curley, Principal Landscape Architect, is licensed in California, Arizona, Utah, Texas, Colorado and Nevada as well as Registered with CLARB.



David L. Taylor, Owner, BTG Golf LLC

BTG Golf LLC is a Single Member LLC formed in the State of California.

949-631-8998 - Office

949-300-8064 - Mobile

dave.taylor@waterlinks.net

Background

Dave has been involved in golf course irrigation for more than 30 years. He worked for a wholesale distributor of irrigation materials specializing in golf course and other large landscape and turfgrass irrigation applications for several years in the '70's. In 1992 Dave and his partner Bob Bryant formed Bryant Golf Services, specializing in golf course irrigation design. The following year they acquired Gordons Irrigation Consulting and the company evolved into Bryant Taylor Gordon Golf. With the passing of both Roger and Bob, Dave has restructured the company to BTG Golf LLC to continue the legacy. Dave has been directly involved in over 475 golf projects.

Education

- University of California, Irvine; Bachelor of Science/Biological Sciences 1977
- University of California, Irvine; Master of Business Administration 1992

Licenses and Certifications: (Note: the performance of irrigation design work in the State of California does not require any licenses, credentials, or registrations.)

- The Irrigation Association
 - Certified Irrigation Designer – Golf Course Certification #017534
 - Certified Golf Irrigation Auditor (CGIA)

Professional Affiliations

- Golf Course Builders Association of America
- Golf Course Superintendents Association of Southern California
- Hi/Low Desert Golf Course Superintendents Association
- Hawaii Golf Course Superintendents Association
- Irrigation Association

EXHIBIT B

SCHEDULE OF COMPENSATION

FEE / COST PROPOSAL

Proposal for: Montebello Municipal Golf Course Renovation Project

RFP by: SportFive, Rick Smith Golf Design, Doug Fredrikson Architects, DRC Engineering, Cumming Curley & Assoc, BTG Irrigation Design, Qualite

11/3/2021 - revised 11/15/2021 (with accounting error fixed)

Detailed Fee Estimate

Golf Clubhouse - Architecture		Principal	Project Director	Project Architect	Senior PM	Job Captain	Interior Designer	Technical Staff	Admin	TOTAL	
Task	Item	\$ 250	\$ 200	\$ 185	\$ 165	\$ 145	\$ 145	\$ 100	\$ 75	Hours	Total \$
1	Preliminary Design Services	16	10	10	16	16			10	78	\$ 13,560
2	Schematic Design Services	30	20	20	40	40			20	170	\$ 29,100
3	Design Development	80	140	140	160	100	60		40	720	\$ 126,500
4	Construction Documents	90	160	200	300	200	100		60	1110	\$ 189,000
5	Bidding and Negotiation Services	20	10	4	4	10	4			52	\$ 10,430
6	Construction Contract Admin Services	40	40	60	20	40	80		30	310	\$ 52,050
Subtotal		276	380	434	540	406	244		160	2440	\$ 420,640

Golf Course - Engineering Services		Principal	Project Managere	Project Engineer	Design Engineer	CAD Operator	Engineer Aide	2-Man Survey	Admin	TOTAL	
Task	Item	\$ 175	\$ 165	\$ 155	\$ 145	\$ 130	\$ 110	\$ 235	\$ 75	Hours	Total \$
1	Survey and Mapping	40	80	80	16	120		180	30	546	\$ 95,070
2	Preliminary Design	80	40	40	80	80			10	330	\$ 49,550
3	Construction Documents	160	160	160	200	200	50		20	950	\$ 141,200
Subtotal		280	280	280	296	400	50	180	60	1826	\$ 285,820

Golf Course Design Services		Principal "A"	Principal "B"	Design Associate	CAD Operator	Graphic Designer	Admin			TOTAL	
Task	Item	\$ 500	\$ 250	\$ 150	\$ 150	\$ 150	\$ 100			Hours	Total \$
1	Preliminary Design Services	20	80	20	40	20	10			190	\$ 43,000
2	Design Development	40	160	40	80	80	20			420	\$ 92,000
3	Construction Documents	40	180	140	220	80	20			680	\$ 133,000
4	Bidding and Negotiation Services	10	40	30						80	\$ 19,500
5	Construction On-Site Review	160	120		20	20	20			340	\$ 118,000
Subtotal		270	580	230	360	200	70			1710	\$ 405,500

Landscape Design Services		Principal	Project LS Arch	CAD Operator	Clerical					TOTAL	
Task	Item	\$ 165	\$ 95	\$ 70	\$ 50					Hours	Total \$
1	Site Data Collection		10	8						18	\$ 1,510
2	Schematic Design	8	32	8	2					50	\$ 5,020
3	Design Development	10	22	8	2					42	\$ 4,400
4	Construction Documents	20	22	40	2					84	\$ 8,290
5	Construction Administration	16	22							38	\$ 4,730
Subtotal		54	108	64	6					232	\$ 23,950

Golf Course Irrigation Design Services		Principal	Design Associate	CAD Operator	Admin					TOTAL	
Task	Item	\$ 180	\$ 120	\$ 100	\$ 75					Hours	Total \$
1	Preliminary Design	20	10	10	2					42	\$ 5,950
2	Design Development	20	10	10	2					42	\$ 5,950
3	Construction Documents	20	10	40	2					72	\$ 8,950
4	Staking and Construction Observation	60	60	20	2					142	\$ 20,150
5	GPS Mapping	16	16	18	2					52	\$ 6,750
6	Record Drawing	16	20	30	2					68	\$ 8,430
7	Control System Programming	40	15	30	2					87	\$ 12,150
Subtotal		192	141	158	14					463	\$ 68,330

Direct Costs

Reimbursable Expenses (Travel, Printing, Reproduction, Misc)	Estimated Project Total	\$ 40,000
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CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
WITH SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 1") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of May 11, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 1 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

- | | |
|-----------------------|---|
| Exhibit "A-1": | Proposal Dated March 21, 2022 – Engineering Services |
| Exhibit "A-2": | Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape) |
| Exhibit "A-3": | Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake |
| Exhibit "A-4": | Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items) |
| Exhibit "A-5": | Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station |

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 2 of 3

Compensation for the expanded scope of work contemplated in this Amendment No. 1 shall be as follows:

“City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 1 (Exhibits “A-1” through “A-5”), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **One Hundred Eighty-Eight Thousand, Seven Hundred Ninety (\$188,790)**; unless a different amount is specifically approved in advance in writing by City.”

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[SIGNATURES ON THE NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 3 of 3

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the Effective Date stated in the introductory clause.

CITY OF MONTEBELLO a California
municipal corporation
("City")

By: 
René Bobadilla, City Manager

CONTRACTOR
("CONTRACTOR")

By: 

Name: R. STEVE LOPEZ

Title: President

ATTEST:

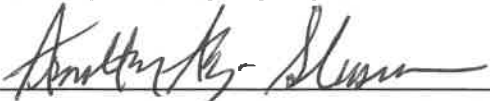

Christopher Jimenez, City Clerk

By: 

Name: Jon Hartigan

Title: CFO

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- **Exhibit "A-1"** – Proposal Dated March 21, 2022 – Engineering Services
- **Exhibit "A-2"** – Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape)
- **Exhibit "A-3"** – Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake
- **Exhibit "A-4"** – Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items)
- **Exhibit "A-5"** – Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 2") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of July 27, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2021, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 2 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

- Exhibit "A-1":** Proposal Dated June 20, 2022 – Additional architectural and engineering design services related to value engineering modifications to the design at the request of the City.
- Exhibit "A-2":** Proposal Dated June 20, 2022 – Increased reimbursable costs related to value engineering modifications to the design at the request of the City.

Compensation for the expanded scope of work contemplated in this Amendment No. 2 shall be as follows:

“City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 2 (Exhibits “A-1” through “A-2”), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **One Hundred Forty-Nine Thousand Nine Hundred Eighty dollars (\$149,980)**; unless a different amount is specifically approved in advance in writing by City.”

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 2 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 2 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 2.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 2 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 2 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

By: 
René Bobadilla, City Manager

CONTRACTOR
("CONTRACTOR")

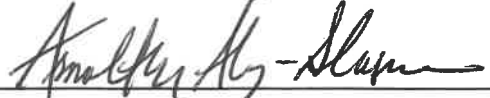
By: 
Name: R. STEVE LOY
Title: President

ATTEST:


Christopher Jimenez, City Clerk

By: 
Name: Jon Harbryan
Title: CFO

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney



June 20, 2022

City of Montebello
 Mr. James Enriquez, P.E.
 Director / City Engineering
 1600 W. Beverly Blvd.
 Montebello, CA 90640

RE: Amendment #8 – Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project. The services and fee includes:

- (A) Revised Civil plans, Golf Course Design plans, Golf Irrigation plans, Landscape plans, Electrical plans, Lake plans and Golf Course Clubhouse plans, to incorporate a new design based on new scope and value engineering items.
- (B) Additional Civil Engineer services for recently added scope including:
 - (1) Entry Road plans changed from private to public road.
 - (2) Prepare legal and plat exhibit for Cal Water easement.
 - (3) Prepare legal and plat exhibit for a public sewer easement extension.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:

DRC Engineering	\$65,000
Douglas Fredrikson Architects	\$35,000
SportFive/Rick Smith Design	\$24,000 *
BTG Golf (Irrigation Design)	\$4,500
Curley Cummings (Landscape)	\$4,110
PACE (Lake Design)	\$2,800

Total additional fee is \$135,410. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$135,410 fee, SportFive will add an additional five (5%) percent for coordination and management (*not including the SportFive/Rick Smith \$24,000).

Total Fee for Amendment #8, Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope - \$140,980

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

June 17, 2022

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization for Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #2 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,

Jeptha Brander, PE

Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167

Page 1 of 5

June 17, 2022

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization (AWA) is for additional engineering, survey, and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Entry Road

City staff has noted the previous planned private entry road will be transitioned to a public street. DRC will update street plans as a public street plan package. Additionally, street improvement plans will be revised to reflect changes to golf clubhouse and drive entry locations.

Cal-Water Easement

During design coordination meeting with Cal-Water staff, staff noted that a separate dedicated easement (beyond common access road utility easement) would be required by Cal-Water for the proposed public water main. DRC will prepare legal and plat exhibit for use by City of Montebello to prepare necessary easement agreement with Cal-Water.

Public Sewer Easement Extension

During design development it was determined the proposed public sewer connections would not be able to connect to existing municipal sewer through existing public roads (Via Campo/Via San Clemente.) The proposed sewer line will cross Via San Clemente and continue east (across city owned parcels) for connection to existing municipal sewer located in Garfield Ave. DRC will prepare necessary additional legal and plat exhibit for the sewer.

Dry Utility Design

DRC will revise previous dry utility design to reflect relocated Golf Clubhouse location. During design development it was determined a lake pump system would be installed requiring a separate electrical service. DRC will include additional service in electrical design.

Clubhouse Plans

DRC will update clubhouse dimension control, grading plan, storm drain and utility plans to reflect revised clubhouse location. DRC will also review, revise and update Low Impact Development report. Any necessary changes to common drainage basin (currently located on Topgolf lease parcel by separate plans) will be incorporated into basin plan set. DRC will perform earthwork calculations for the new location to coordinate with the golf course designer for necessary generation of cut/fill materials.

Public Utility Plans

DRC will make updates to backbone storm drain, water, and sewer plans for revised clubhouse location.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.
- Utility shutdowns (to be done by property owner)
- Utility disconnects (to be coordinated by contractor)
- Any work inside of existing buildings.
- Geophysical Utility Survey
- Potholing
- Phased construction plans, all work assumed to occur in singular period
- Bicknell Park WQMP (understood to be maintenance)
- Construction Permits
- Sewer or Water studies
- Drainage/hydrology studies beyond project property limits
- Site lighting plans and photometrics
- Fire hydrant flow test data (by water agency)
- Off-site improvement plans for street, storm drain, sewer, water, traffic signal, signing and striping, and street lighting, except as noted in the Scope of Services Section 1.0
- Any Traffic Control or Encroachment Permit Plans and Processing
- Construction staking services (available from DRC upon request)
- As-Built Plans
- Dry Utility Scope exceptions
 - Relocation/Removal/Conversion of existing on- and off-site electric, gas, telephone and CATV facilities
 - Utility conflict design review.
 - Cost Estimates
 - Applicant utility design services.
 - Temporary power and telephone service coordination.
 - Coordination relating to the acquisition of permits and/or addresses.
 - Private/public lighting design and coordination.
 - Irrigation/traffic signal/meter pedestal design and coordination.
 - Additional electric, telephone, CATV and gas work order design/phasing.

Scope of Services and Fees:

Job No. 21-167

Page 3 of 5

June 17, 2022

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Entry Road	\$15,000
Cal-Water Easement	\$3,000
Public Sewer Easement Extensions	\$3,000
Dry Utility Design	\$7,500
Clubhouse Plans	\$25,000
Public Utility Plans	\$11,500
Subtotal	\$65,000
Total	\$65,000
Reimbursable Allowance	\$3,500

Scope of Services and Fees:

Job No. 21-167

Page 4 of 5

June 17, 2022

4.0 ESTIMATED TASK BREAKDOWN & HOURLY SCHEDULE OF BILLING RATES

The below is an estimated break down of effort required, please note line items reflect rounding and line items may not sum evenly. Any discrepancies in totals should be assumed to be proportioned out.

TASK	Manager Hrs	Fee	Engineer Hrs	Fee	Designer Hrs	Fee	Total
Entry Road	9	\$1620	67	\$11390	12	\$1920	\$15,000
Cal-Water Easement	2.5	\$450	15	\$2550	0	\$0	\$3,000
SWR Easement	2.5	\$450	15	\$2550	0	\$0	\$3,000
Dry Utility	5	\$900	34	\$5780	5	\$800	\$7,500
Clubhouse Plans	14	\$2520	111	\$18870	23	\$3680	\$25,000
Public Utility Plans	7	\$1260	51	\$8670	10	\$1600	\$11,500

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

Scope of Services and Fees:

Job No. 21-167

Page 5 of 5

June 17, 2022

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive

Date: _____

End of Proposal



June 14, 2022

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC-Additional Services
DFA Project No. 19124

Dear Mike:

In accordance with our Agreement dated January 4, 2022 this will acknowledge and confirm your authorization for us to perform the additional services described herein.

The services furnished under this portion of our work will include, per your request, the following:

Project requires additional Design and Engineering for the following elements:

- Value Engineering on Clubhouse Materials and Systems
- Relocation of Clubhouse Siting and Parking per Revised Golf Course Layout/Coordination with Civil
- Revised Documents and Specifications for Clubhouse Revisions
- Revised Interior Finishes for Value Engineering
- Revisions to Electrical for Value Engineering

The cost for these services will be \$35,000.00. We estimate it will take two (2) months of time to finalize all aspects of the work. Upon completion we will consult with you to ensure overall program conformance. Upon your approval, we will issue all information to you for your use.

We will invoice you for all services mentioned and described above under a new project suffix number 19124.2 . We will further segregate and clearly identify the separate and distinct costs we incur, including all out-of-pocket expenses and reimbursables.

Services other than those mentioned and described herein will be performed only with your authorization. Upon receipt of your approval, we will commence with these services.

Sincerely,
DOUGLAS FREDRIKSON ARCHITECTS, INC.

Douglas W. Fredrikson, AIA, NCARB
President

Agreed and Accepted:

Sport Five Golf, LLC

By: _____

Title: _____

Date: _____



June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: SportFive Proposal for Revising Golf Course Design Plans based on Reduced Scope / Value Engineering

Dear Mr. Enriquez,

Attached is Additional Work Proposal for SportFive and Rick Smith Design to redesign the proposed golf course and prepare revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project. The services and fee includes revising all Golf Course Design plans.

Estimated task breakdown and hourly billing of rates summary:

Redesign Golf Course and Revise Golf Course Design Plans

Principal "A"	20 hours	\$500.00	\$10,000.00
Principal "B"	40 hours	\$250.00	\$10,000.00
CAD Operator	26 hours	\$150.00	\$3,900.00
Admin	1 hours	\$100.00	\$100.00

TOTAL \$24,000.00

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



June 13, 2022

SportFive
7077 East Marilyn Rd
Scottsdale, AZ85254

Attn.: Mr. Michael Angus

BTG Golf LLC to perform irrigation design and consulting services for the redesign of the Montebello Municipal Golf Course project as outlined below.

DESIGN SERVICES

Revised Design for New Routing on Holes 1 through 5

We will analyze the final topographic information from your base plan to determine if there is any hydraulic impact to the redesign that will affect pipe sizing or pump station performance.

The revised design will address the changes to holes 1 through 5 only. Note that this may impact the layout for holes 6 through 9, however we will attempt to maintain the current layout for the unchanged holes or at least minimize the impact to those holes.

The revisions will include main line routing, sprinkler layout, lateral piping, and controller locations as well as communications cable routing and new power wire routing and size calculations.

Deliverables will include an updated Mechanical Plan as well as updated Communications and Electrical Plans. There will be no changes made to the Construction Detail pages. We will not provide revised specifications, but we will provide a new bid form that includes updated material quantities.

Our fee for this work will be \$4,500.

Thank you for the opportunity to offer this proposal.

Respectfully submitted,

Bryant Taylor Gordon Golf
Irrigation Design and Consulting

David Taylor

David Taylor
Principal

Accepted by:

Signature: _____

Name: _____

Title: _____

Date: _____



CUMMINGS CURLEY AND ASSOCIATES INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

JUNE 20, 2022

MAVERICK HOSPITALITY INC AND TREND SPORTS LLC
C/O MICHAEL J. ANGUS
GOLF COURSE DESIGN & DEVELOPMENT
7077 EAST MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85254

RE: AMENDMENT 2 TO CUMMINGS CURLEY AND ASSOCIATES PROPOSAL No. 10188
CITY OF MONTEBELLO P.O. No. 126

DEAR MICHAEL:

AS YOU REQUESTED, WE PROVIDE THIS ADDITIONAL FEE PROPOSAL FOR THE MONTEBELLO CAMPUS 2020 PROJECT .

THIS ADDITIONAL FEE IS BASED ON PROVIDING VALUE ENGINEERING REVISIONS TO THE LANDSCAPE SET AS PER OUR DISCUSSION ON JUNE 17, 2022 TO INCLUDE BUT NOT LIMITED TO, REMOVAL OF ALL GOLF LANDSCAPE INCLUDING TREES, ELIMINATION OF THE TEMPORARY EVEN LAWN AREA, ALL PERIMETER FENCING TO BECOMING AN ADD ALT, MODIFICATIONS TO THE CLUB HOUSE AND THE MODIFICATION OR ELIMINATION OF ALL IRRIGATION AFFECTED BY THE VE WORK.

OUR ADDITIONAL FEE FOR THE REVISED SCOPE OF WORK SHALL BE FOUR THOUSAND ONE HUNDRED AND TEN DOLLARS (\$4,110.00).

CONSTRUCTION PLANS:

PRINCIPAL 15 HRS. @ \$165.00	\$2,475.00
CAD OPERATOR 16.44 HRS @ \$95.00	\$1,562.50
CLERICAL 1.03 HRS. @ \$70.00	\$72.50
TOTAL FEE:	\$4,110.00

IF THE DESCRIPTION OF WORK PRESENTED HEREIN IS AGREEABLE, PLEASE CUMMINGS CURLEY AND ASSOCIATES WITH A FORMAL AGREEMENT FOR SIGNATURE.

OFFERED BY,

CUMMINGS CURLEY AND ASSOCIATES, INC.


ROBERT L. CURLEY
PRESIDENT
LANDSCAPE ARCHITECT



June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #9 – Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for estimated reimbursable expenses (travel, plan printing, etc) in association with Amendment #8 to preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee is \$9,000. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #9, Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope - \$9,000

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 3") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of July 27, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 2 to the Agreement, dated June 27, 2022, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 3 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as Exhibit "A" and incorporated herein by this reference. The proposals included in Exhibit "A" include the following:

1. Geotech Services for **\$14,800** dated January 6, 2022.
2. CSI Specification Preparation for **\$10,000** dated May 25, 2002.
3. Reimbursable Expenses for Value Engineering Analysis for **\$9,000** dated June 20, 2022.

4. Geotech Services for Clubhouse Permitting for **\$2,625** dated September 6, 2022
5. Landscape Design Revisions for **\$7,928** dated October 2, 2022.
6. Construction Staking for Phase 1 for **\$70,875** dated November 16, 2022.
7. Additional Construction Staking for **\$25,122** dated December 20, 2022.
8. Temporary Clubhouse Option Coordination for **\$8,925** dated December 22, 2022.
9. Geotech Services for Field Conditions for **\$3,051** dated February 28, 2023.
10. Additional Utility Coordination for Street Lights for **\$8,138** dated May 28, 2023.
11. Revisions to Clubhouse Architect Plans for **\$23,048** dated April 18, 2023.
12. Pump Station Driveway Design for **\$11,550** dated May 24, 2023.
13. Land Scape Design Revisions for **\$4,673** dated May 24, 2023.
14. Golf Course Lighting Design Revisions for **\$2,940** dated May 24, 2023.
15. Additional Construction Staking Services for **\$52,500** dated June 8, 2023.
16. Additional Services for SportFive related to extended construction schedule resulting from rain delays and delayed clubhouse bidding for **\$78,800** dated June 8, 2023.
17. Additional Reimbursable Expenses to complete the project for **\$24,000** dated June 8, 2023.
18. Pump Station Slab Structural Design for **\$2,000** dated July 6, 2023.
19. Design for Expanded Landscape Areas for **\$2,512** dated July 18, 2023.

Compensation for the expanded scope of work contemplated in this Amendment No. 2 shall be as follows:

"City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 3 (Exhibit "A"), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **Three Hundred Sixty-Two Thousand Four Hundred Eighty-seven dollars (\$362,487)**; unless a different amount is specifically approved in advance in writing by City."

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 3, all provisions of the Agreement, shall remain in full force and effect.

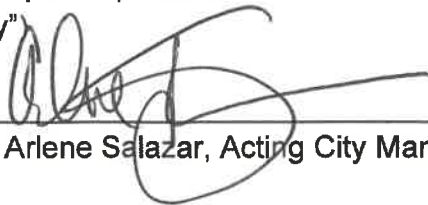
SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 3 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 3 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 3.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 3 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 3 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

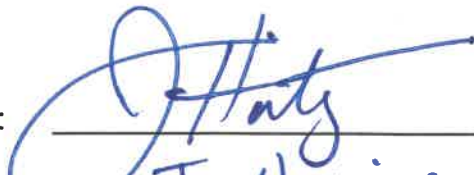
IN WITNESS WHEREOF, the parties have signed this Amendment No. 3 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

By: 
Arlene Salazar, Acting City Manager

CONTRACTOR
("CONTRACTOR")

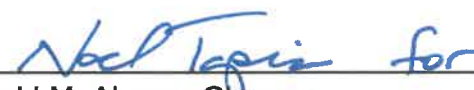
By: 
Name: Jon Harrigan
Title: CFO

ATTEST:


Christopher Jimenez, City Clerk

By: 
Name: NICHOLAS ANGUS
Title: DESIGN DIRECTOR

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney



January 6, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #1 – Geotech Services

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Geotech services at the Montebello Golf Course. The services and fee includes work associated with the requested Geotech services.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Leighton. Total additional fee is \$14,800. Detailed information and a summary of projected hours and hourly rates is included. SportFive will not add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #1, Geotech Services - \$14,800.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus
SportFive



Leighton Consulting, Inc.
A Leighton Group Company

January 6, 2022

Proposal No. IR22-006

SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Attention: Mr. Michael Angus

Subject: **Proposal for Geotechnical Investigation
Proposed Golf Club Pro Shop at Montebello Golf Course
901 Via San Clemente
Montebello, California**

Introduction

Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to perform a geotechnical investigation for the proposed golf club pro shop at Montebello Golf Course located at 901 Via San Clemente in the city of Montebello, California. This proposal is prepared based on our phone conversations and your email on January 3, 2022, that included a boring location map. This proposal has been revised to include three additional borings and R-value testing in the existing parking area per your email on January 6, 2022.

Proposed Project

The new pro shop building will be located south of the Topgolf facility that is currently planned within the northern portion of the existing golf course. It will be a one-story building supported on a conventional shallow foundation system. The proposed improvements also include a new parking area and an onsite stormwater infiltration system. In addition, improvements will be performed on the existing parking area that may include pavement rehabilitation (grind and overlay), new asphalt/concrete pavement, and new landscape areas.

Scope of Services

The purpose of our geotechnical investigation is to evaluate the soils and groundwater conditions at the site through review of available data and exploratory borings in order to

provide geotechnical recommendations for design and construction of the project. Our scope of services is anticipated to include the following tasks:

- **Background Review:** Review available in-house geotechnical reports prepared by Leighton for adjacent sites and publicly available literature, aerial photographs, and maps relevant to the site to look for geological hazards and potential geotechnical issues that may significantly impact the project and affect our proposed field exploration and laboratory testing program.
- **Site Reconnaissance:** Perform a site reconnaissance to observe the current conditions, evaluate site access for our field exploration, and mark the boring locations. We will coordinate our site visit and the boring locations with Montebello Golf Course.
- **Field Exploration:** Drill, log, and sample six borings at the locations and to the depths provided on the boring location map provided by SportFive. Locations and depths of the borings are as follows:
 - Two borings to 20 to 25 feet within the building footprint;
 - One boring to 10 feet deep at the future parking area;
 - Three borings to 5 feet at the existing parking area.

The borings will be logged by a member of our technical staff. Representative soil samples will be collected at selected depths from the borings and transported to our laboratory for testing. The borings will be backfilled with soil cuttings and patched with cold asphalt where asphalt is penetrated.

- **Percolation Testing:** In-situ percolation testing will be performed in accordance with the County of Los Angeles *Guidelines for Geotechnical Investigation and Low Impact Development Stormwater Infiltration* (June 30, 2021) to assess percolation rates of the subsurface soils for preliminary design of an onsite stormwater infiltration system (i.e. BMP system). The boring at the future parking area will be converted to standard monitoring wells for percolation testing. A 2-inch-diameter polyvinyl chloride (PVC) section of 0.020-inch slotted pipe will be installed with perforations between the depths of 5 to 10 feet. The space between the test hole and the slotted pipe will be backfilled with No. 3 sand as a filter pack. The pipe will then be filled with water to saturate the soils. The percolation test will be performed by measuring the drop of water level in the pipe and the time associated with the change in water level. After conclusion of the percolation tests, the PVC pipe will be removed and the holes will be backfilled with onsite soils.

-
- **Laboratory Testing:** Conduct geotechnical testing on sampled earth materials in our laboratory for soil classification and to evaluate engineering properties. This testing may include moisture content and dry density, sieve analysis, consolidation, direct shear, Expansion Index, R-value and corrosivity (minimum resistivity, chloride content, sulfate content, and pH). The actual testing will depend on the soil types encountered and samples recovered.
 - **Geotechnical Analysis and Report Preparation:** Review the field and laboratory data and perform engineering analysis to develop geotechnical recommendations for design and construction of the proposed project. We will prepare a report presenting our geotechnical findings and recommendations, which will be signed and stamped by a California-licensed Geotechnical Engineer (GE). Our report will include a boring location map, boring logs and geotechnical testing results, and address the following:
 - Site Conditions: Review and summarize surface, subsurface and groundwater conditions, and engineering properties of soils encountered during exploration of the site, including presence of undocumented fill and/or loose soils that may require removal and recompaction, and excavation characteristics of encountered subsurface materials.
 - Geologic Hazards: Discuss potential geologic hazards, including the potential for surface fault rupture, ground shaking, liquefaction and tsunami.
 - Seismicity: Provide site-specific seismic coefficients in accordance with the 2019 California Building Code.
 - Corrosivity: Characterize corrosion potential of concrete and metal in contact with onsite soils and identify if special design and measures are required.
 - Foundation: Present geotechnical parameters for foundation design of the proposed structures, including allowable bearing capacity, minimum footing dimensions, and estimated static settlement.
 - Slab-on-grade: Develop recommendations for concrete slabs, including cement type, subgrade preparation, and minimum steel reinforcement.
 - Lateral Earth Pressures: Provide recommendation for lateral earth pressures acting on retaining walls and recommendations regarding frictional and passive values for the resistance of lateral forces.
 - Pipe Bedding and Backfill: Present recommendations for subgrade preparation, pipe bedding, materials for trench backfill, and backfill compaction.

-
- Pavement and Hardscape: Provide recommendations for concrete flatwork and pavement structural sections based on the R-value test results for various Traffic Indices. For typical PCC pavement, we will include minimum concrete strength and control joint spacing.
 - Infiltration Rates: Provide infiltration rates of the subsurface soils and recommendations for design of an onsite storm water infiltration system should infiltration be deemed feasible in accordance with County of Los Angeles guidelines.
 - Construction Considerations: Present guidelines for site preparation, overexcavation, fill placement, compaction requirements, temporary excavation and construction dewatering, if groundwater is encountered in our borings and expected to affect construction, and geotechnical parameters for design of temporary shoring.

Schedule

Leighton is prepared to begin our background review and scheduling of field personnel and equipment immediately upon receipt of a written notice-to-proceed. We will notify DigAlert at least two working days prior to our field exploration to locate registered utilities at the proposed exploration areas. We can begin our field exploration within ten working days after receipt of your written authorization to proceed, weather and site conditions permitting, and depending on the availability of the subcontractors. We expect our field exploration and percolation testing to be completed in two working days. The geotechnical report will be available to you within five weeks after completion of the field exploration. Progress briefings and preliminary design recommendations can be provided via email and telephone as the data is developed.

Assumptions

Our scope of work and fee estimate are based on the following conditions:

- The project is not subject to the Prevailing Wage law.
- Our field exploration can be performed during daylight hours on weekdays.
- The borings can be backfilled with soil cuttings and patched with cold asphalt where asphalt is penetrated.

-
- Most of our borings will be located in the grass area and some damage may occur to the existing lawn from our field exploration. Our proposal does not include costs or other provisions for repair of lawn and landscaping.
 - Available underground utility information will be provided to us prior to the field exploration. As required by the state of California, we will also notify Underground Service Alert of the location of our planned exploration prior to drilling. We will take the precautions to avoid utilities; however, despite reasonable efforts, there are inherent risks to utility damage from drilling. We cannot assume responsibility for the inherent risks if the utilities are not accurately marked at the site. Our proposal does not include costs or other provisions for utility repairs.
 - We will request DigAlert to use chalk-based paint that is supposedly degradable to mark the utility lines. Removal of DigAlert marking is not part of our scope of work.
 - Identification, handling, and treatment of materials that need to be environmentally addressed are beyond the scope of our geotechnical engineering services. If such materials are encountered, we will notify you immediately and a proposal for handling of such materials will be submitted upon request.
 - This proposal addresses only geotechnical design services, and does not include services during bidding to respond to contractor's questions pertaining to geotechnical aspects of this project, and geotechnical and materials testing during construction. Upon request, we can also prepare a proposal to provide these services.

Fee

Leighton will perform the geotechnical investigation for a fixed fee of Fourteen Thousand Eight Hundred Dollars (\$14,800.00) based on the scope of work presented above. The fee includes charges for drilling rig rental, percolation testing, laboratory testing, and a final report.

Terms and Conditions

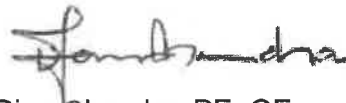
Attached is an agreement covering our services. If the services are awarded to Leighton and the agreement is acceptable to you, please have both the Master Services Agreement and the Scope of Work Agreement executed by a duly authorized officer and returned to us and we will return one fully executed copy for your records. Your assent to our performing services or your acceptance or use of our services or information prior to

executing of a mutually acceptable contract constitutes your agreement that the terms of the attached Agreement shall control.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or information that would update our scope of service, please contact us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Djan Chandra, PE, GE
Senior Principal Engineer

DJC/lr

Attachments: Scope of Work Agreement
Master Services Agreement
Information for Clients Regarding Leighton's Services

Distribution: (1) Addressee (PDF by email)

SCOPE OF WORK AGREEMENT

This Scope of Work, effective January 6, 2022, is, upon execution of the Parties, incorporated under Master Services Agreement No. _____ by and between Leighton Consulting, Inc. (LEIGHTON CONSULTING) and SportFive ("CLIENT").

PROJECT LOCATION: Montebello Golf Course, California

DESCRIPTION OF SERVICES: See Proposal (IR22-006) dated January 6, 2022.

LEIGHTON CONSULTING:

Leighton Consulting, Inc.
17781 Cowan
Irvine, California 92614
Telephone: (949) 681-4267
Email: dchandra@leightongroup.com
Prime Contact: **Mr. Djan Chandra**

CLIENT:

SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254
Telephone: (480) 483-9500
Email: michael.angus@sportfive.com
Prime Contact: **Mr. Michael Angus**

FEE: The Services shall be undertaken for a fixed fee of Fourteen Thousand Eight Hundred Dollars (\$14,800.00), payable upon receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.

SPORTFIVE

By (Signature)

By (Signature)

(Print Name)

(Print Name)

Date

Date

CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE DOCUMENT ENTITLED
"INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES"



MASTER SERVICES AGREEMENT**SECTION I. SERVICES AND
COMPENSATION:**

This Master Services Agreement ("Agreement") is entered into effective January 6, 2022, by and between SPORTFIVE ("CLIENT") and LEIGHTON CONSULTING, INC. (the "parties"). This Agreement relates to performance of services at locations ("LOCATIONS") described in each Scope of Work Agreement, as set forth in A., below.

The parties agree as follows:

A. Services to be Performed by LEIGHTON CONSULTING, INC.: Leighton Consulting, Inc. shall perform consulting services ("Services") as needed by CLIENT in accordance with this Agreement and various Scope of Work Agreements, each of which shall refer to this Master Services Agreement. The Scope of Work Agreement shall detail the particular Services required at a given LOCATION for a specific task/scope. Each Scope of Work Agreement shall be numbered consecutively commencing with No. 1. Upon execution by the parties, each Scope of Work Agreement, together with this Agreement, shall constitute a separate contract.

B. Invoicing and Payment: CLIENT will pay Leighton Consulting, Inc. for performance of Leighton Consulting, Inc.'s Services, in accordance with the payment terms set forth in the Scope of Work Agreement pertaining to such Services. Leighton Consulting, Inc.'s fee schedules are

revised annually. The Schedule in effect at the time the Services are performed shall apply to the Services.

Leighton Consulting, Inc. shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work Agreement. In the event of a dispute over payment, Client shall pay all undisputed amounts in accordance with this Agreement. Invoices will be due upon presentation and will be past due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that Leighton Consulting, Inc. may suspend Services and/or demand prepayment of fees at Leighton Consulting, Inc.'s option. CLIENT agrees to pay a service charge of one and one half (1½) percent per month, compounded monthly from the past due date of the invoice, on past due accounts, not to exceed limits set by any applicable usury laws. In the event that it becomes necessary for Leighton Consulting, Inc. to commence action to force payment of invoices, Leighton Consulting, Inc. shall be entitled to reasonable collection costs.

If at any time Leighton Consulting, Inc. or its officers or employees should be required or requested to give expert witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work Agreement, CLIENT agrees that such activities shall be deemed part of the Scope of Work Agreement.

TECHNICAL LIMITATIONS:

LEIGHTON CONSULTING, INC.'s Services are based solely on the investigations described in the Scope of Work Agreement, which was established after consultation between the parties. Client agrees that it is unreasonable to expect to completely evaluate subsurface conditions even after the most comprehensive exploratory program reasonably possible. Further, site conditions change frequently due to the passage of time, human activities and climatic conditions. Uncertainties are therefore inherent in the nature of LEIGHTON CONSULTING, INC.'S Services and impossible to avoid. CLIENT acknowledges that the identification of geotechnical conditions and the prediction of future or concealed conditions is an inexact scientific endeavor. The state of the art of geotechnical practice is such that LEIGHTON CONSULTING, INC. cannot guarantee that its recommendations will prove adequate on this project and the client assumes the risk of any such failure, except as provided in this Agreement. Anything herein to the contrary notwithstanding, LEIGHTON CONSULTING, INC. shall not be alleged to be negligent, nor shall LEIGHTON CONSULTING, INC. be liable under this Agreement or otherwise for occurrences occasioned by performance of Services performed in accordance with standards of care and diligence utilized by those performing similar services at the time and in the general vicinity in which the Services are performed.

THIS CONTRACT CONTAINS SPECIFIC LIMITATIONS OF LIABILITY.

C. Warranty: Leighton Consulting, Inc. shall perform its Services in accordance with the standards of care and diligence normally practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work Agreement, it is shown that there is an error in the Services as a result of Leighton Consulting, Inc.'s failure to perform the Services in accordance with the above standard, and CLIENT has notified Leighton Consulting, Inc. in writing of the error within such one year period, Leighton Consulting, Inc. shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work Agreement, as may be necessary to remedy such error and to conform the Services to the above stated standard.

EXCEPT AS EXPRESSLY STATED ABOVE, LEIGHTON CONSULTING, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED PURSUANT TO THIS AGREEMENT.

Leighton Consulting, Inc. shall, for the protection of CLIENT, demand available warranties, indemnities and guaranties with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom Leighton Consulting, Inc. contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

D. Indemnity: Leighton Consulting, Inc. shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of (a) failure of Leighton Consulting, Inc. to comply in material respects with federal, state and local laws and regulations applicable to the Services; (b) material breach by Leighton Consulting, Inc. of Leighton Consulting, Inc.'s warranties in this Agreement; (c) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of Leighton Consulting, Inc., its employees, officers or agents while engaged in the performance of the Services.

E. Limitations: For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, Leighton Consulting, Inc.'s liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of Leighton Consulting, Inc.'s insurance, described in F below, plus Leighton Consulting, Inc.'s warranty obligation, as stated in C, above.

F. Insurance: Commencing with performance of the Services, and for the entire term of this Agreement,

Leighton Consulting, Inc. shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverage:

Worker's Compensation: California statutory limits

Employer's Liability: \$1,000,000 per occurrence

Commercial Liability Insurance: Commercial liability insurance including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

CLIENT may be named as an additional insured on the Commercial liability policy, with respect to Leighton Consulting, Inc.'s performance of this Agreement. CLIENT shall be provided with thirty (30) days written notice before cancellation of or any material change in such insurance.

G. Changes: In the event CLIENT desires to make changes in the Services and so notifies Leighton Consulting, Inc., Leighton Consulting, Inc. will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work Agreement. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work Agreement.

H. Termination: Either party may, prior to completion and with or without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause, Leighton Consulting, Inc. shall be paid for Services performed to the date of termination plus non cancelable commitments entered into prior to Leighton Consulting, Inc.'s receipt of notice of termination, and actual, reasonable, termination costs.

I. Term: The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one year terms unless terminated by either party. Termination shall not affect the rights, obligations and remedies of the parties.

This Agreement, with attachments, Scope of Work Agreement(s) and any attachments thereto, constitute the complete Agreement of the parties. No other representations of any kind, oral or otherwise, have been made. If CLIENT elects to utilize a purchase order or other form as a convenience, for billing purposes or in accordance with its customary practice, Leighton Consulting, Inc. will refer to the same in invoices or

correspondence, with the understanding that this Agreement supersedes all inconsistent terms.

This Agreement shall be governed by the laws of the State of California. Any arbitration or litigation arising from this Agreement shall take place in Orange County, California.

SECTION II: GENERAL PROVISIONS

A Severability: If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement

B Use of Reports or Services: Leighton Consulting, Inc.'s opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without Leighton Consulting, Inc.'s prior written consent.

C. No Third Party Rights: Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

D. Execution and Counterparts: This Agreement and any Scope of Work Agreement may be executed and delivered in two or more counterparts and by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument.

E. Remedies: Neither party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the parties' partners, joint venturers, licensors, insurers and affiliates. CLIENT and Leighton Consulting, Inc. agree that any legal action with respect to the Services to be done under this agreement shall be brought solely against the parties, and not against affiliated companies, individual officers, employees or former employees of the

parties. All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of the Services.

F. Confidentiality: Leighton Consulting, Inc. agrees to hold in confidence and not to use or disclose to any third party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work Agreement, and shall not apply to: (a) information in Leighton Consulting, Inc.'s possession or known to Leighton Consulting, Inc. prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by Leighton Consulting, Inc. at no cost to CLIENT and without the use of Client's confidential information; (c) information which is or becomes public knowledge through no fault of Leighton Consulting, Inc.; (d) information which is or becomes available on an unrestricted basis from a third party which Leighton Consulting, Inc. has no reason to believe has an obligation of confidentiality.

G. Ownership of Records: Subject to Paragraph "F," above, all reports, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Leighton Consulting, Inc. under this Agreement shall remain the property of CLIENT. Leighton Consulting, Inc. shall be entitled to maintain file copies, subject to Leighton Consulting, Inc.'s confidentiality agreement set forth in Paragraph "F" above. CLIENT recognizes that Leighton Consulting, Inc.'s reports and opinions will be prepared specifically for and in connection with the Services performed for the particular LOCATION and task/scope. CLIENT shall not, except with Leighton Consulting, Inc.'s prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of Leighton Consulting, Inc. in the course of the Services shall belong exclusively to Leighton Consulting, Inc..

H. Force Majeure: Unless otherwise specified in this Agreement, Leighton Consulting, Inc. shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. Leighton Consulting, Inc. shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond Leighton Consulting,

Inc.'s reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, Leighton Consulting, Inc. shall be paid by CLIENT only for actual out of pocket costs occasioned by such delay, including standby costs, as if the same had been included in the Scope of Work Agreement.

I. Compliance: Leighton Consulting, Inc. agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

J. Information Obtained from Others: The parties agree that Leighton Consulting, Inc. will be supplied with certain information and/or data by CLIENT and/or others, and that Leighton Consulting, Inc. will rely on same. Leighton Consulting, Inc. shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work Agreement provides for verification by Leighton Consulting, Inc..

K. Provision of Information: CLIENT shall immediately notify Leighton Consulting, Inc. in writing of any data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services, including information relating to the actual or possible presence of hazardous materials. CLIENT recognizes that new information may require revision of Leighton Consulting, Inc.'s opinions or analyses.

L. Timely Review and Comment: CLIENT shall promptly review all documents, reports, data and recommendations submitted by Leighton Consulting, Inc. and shall communicate with Leighton Consulting, Inc. concerning such reviews to avoid delay in the performance of the Services.

M. Headings and Construction: Article and paragraph headings used herein are for the convenience of reference only and shall not affect the construction of any provision of this Agreement. Neither party hereto nor its respective counsel shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

N. Independent Contractor: Leighton Consulting, Inc. shall perform services as an independent contractor and not an employee or agent of CLIENT.

O. Notices: Any and all notices and other communications hereunder shall be in writing and be deemed received when delivered, or forty eight (48) hours after being mailed, via certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth in the applicable Scope of Work Agreement, or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SECTION III: FIELD WORK TERMS

A. Access: CLIENT warrants that it has or will obtain, timely access for Leighton Consulting, Inc. to all necessary areas of the LOCATION and any other property necessary for the performance of the Services.

B. Site Characteristics and Hazards: CLIENT will provide Leighton Consulting, Inc. with and Leighton Consulting, Inc. can rely on all relevant information available concerning the LOCATION, including, without limitation, any past or present uses, site and facility diagrams, facts concerning previous conditions or incidents which could affect the Services or Leighton Consulting, Inc.'s opinions; prior studies and assessments and compliance issues.

C. Repairs, Cleanup and Field Corrections: Leighton Consulting, Inc. will use all reasonable care to minimize damage to the LOCATION and other properties, but has included only customary site cleanup in the Scope of Work Agreement. CLIENT is responsible for identifying and locating underground structures, and agrees to defend, indemnify and hold Leighton Consulting, Inc. harmless from and against all liability, losses or costs resulting from damage to or destruction of underground structures not properly located and marked. CLIENT recognizes that performance of the Services may result in the necessity of some repairs, extra cleanup or field corrections and agrees to compensate Leighton Consulting, Inc. for the same as if it were included in the Scope of Work Agreement.

D. Safety Equipment and Samples: If special safety equipment is required to protect personnel, such equipment will be purchased at the Client's expense. Upon completion of the Services, all such equipment shall remain Client's property and shall be returned to CLIENT for proper disposal. All samples taken, including contaminated materials and decontamination fluids, shall remain the property of the CLIENT and shall be returned to the CLIENT at the conclusion of the project for proper disposal by the CLIENT.

E. Removal Materials: All materials removed from boreholes or trenches will be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate field equipment. An appropriate label will be attached to each container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

F. Groundwater: All groundwater removed from a monitoring well will be stored in containers on site. An appropriate label will be attached to each container. Following chemical analysis of a sample from the monitoring well or container, Leighton Consulting, Inc. will notify the CLIENT of analyses results. Proper disposal of containers and contents is the sole responsibility of the CLIENT.

G. Standby Costs: CLIENT shall pay Leighton Consulting, Inc. the standby rate set forth in the Scope of Work Agreement for field personnel and for drilling equipment in the event of stoppage of work in the field due to: (1) request by CLIENT, or (2) governmental agency order, or (3) unreported or unanticipated conditions at the site which, in the sole opinion of Leighton Consulting, Inc., constitute a hazard to personnel and/or equipment in the performance of the investigation.

H. Waste Removal and Disposal: CLIENT shall be solely responsible for the selection of disposal sites, removal, transportation, handling, management, packaging, labeling, storage, treatment, labeling, manifesting and disposal of any waste or hazardous materials, including samples produced or encountered in the performance of the Services as well as all associated documentation connected therewith. Leighton Consulting, Inc. shall follow Client's instructions with respect to such waste, and shall assist CLIENT as specified in the Scope of Work Agreement.

I. Hazardous Substances or Conditions: CLIENT agrees to advise Leighton Consulting, Inc. in writing if any Services are to be performed in an area where hazardous or toxic substances or conditions may or are likely to be encountered. CLIENT further agrees that, if such substances or conditions are encountered, such event shall constitute a changed condition necessitating a revision to the Scope of Work Agreement to include all necessary additional Services and to resolve all health and safety concerns posed by such substances or conditions, or termination of the services. CLIENT will defend, indemnify and hold Leighton Consulting, Inc. harmless from any cost, claim, liability or injury including delay, associated with discovery of unanticipated hazardous materials on any disclosure of any such materials required by law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

LEIGHTON CONSULTING, INC.

SPORTFIVE

By (Signature) _____

By (Signature) _____

Please type or clearly print name and title

Please type or clearly print name and title

Date: _____

Date: _____



INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES

- We provide technical consulting services in the field of geotechnical engineering. As consultants, we provide professional opinions based on limited observations and often- changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:
- Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work Agreement taking into account such constraints.
- If conditions change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it may become necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- The Services involve tests, calculations, analyses and procedures, which are in a constant state of development and refinement. Evaluative techniques are continually evolving.
- Modifications of procedures that have been made in the past are now being made and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. Leighton cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

- At times, clients elect to utilize new, state-of-the art, or innovative techniques, systems, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If the Client elects to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- Our work products shall be based solely upon the Services described in the Scope of Work Agreement, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work Agreement.

We appreciate your business and look forward to working with you.

SPORTFIVE

March 17, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #2 – Landscape Design – Temporary Event Lawn and Landscape

Dear Mr. Enriquez,

Attached is Additional Work Proposal for the design of the temporary event lawn and landscape area adjacent to the existing golf pro-shop and existing Hole 10 tee. This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates, Landscape Architects. Total additional fee is \$5,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$5,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #2, Landscape Design – Temporary Event Lawn and Landscape - \$5,250.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Angus', with a stylized flourish at the end.

Michael Angus
SportFive



May 25, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #7 – CSI Specification Preparation

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing our Specifications into CSI Format for the Montebello Golf Course Project. The services and fee includes:

To prepare a Project Manual for a golf course project that contains civil, landscape, golf design, golf irrigation design, lake design and site utilities specification sections.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Steven Olitsky, AIA, CSI. Total additional fee is \$10,000. Detailed information and a summary of projected hours and hourly rates is included. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #7, CSI Specification Preparation - \$10,000.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

STEVEN OLITSKY, AIA, CSI, CCS
ARCHITECT / CERTIFIED CONSTRUCTION SPECIFIER

May 25, 2022

Mr. Michael Angus, Director, Golf Course Design & Development
SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, AZ 85254

480-483-9500
Michael.angus@sportfive.com

Subject: Proposal – “Montebello Golf Course”, Montebello, CA

Dear Mike,

Thank you for the opportunity to offer this proposal.

To prepare a Project Manual for a golf course project that contains bidding, general requirements, civil, landscape and site utilities specification sections.

For Civil, Landscape & Related Work (Divisions 0 -14 & 31-33) Specification Sections not to exceed:
60 hours @ \$165/hr = \$10000.00

I will provide one electronic copy for your use during review.

The Consultant will also provide addendums; follow up support, and technical assistance, when requested.

Payment schedule shall be as follows:

CD Version Architectural: 1/4 (\$2500) to start writing the specifications, 1/2 (\$5000) upon delivery of 1st draft, final payment 1/4 (\$2500) upon delivery of corrected edited edition.

If this is acceptable, please return, signed confirmation of this letter. First 1/4 Fee Due with delivery of pdf of drawings for local reproduction (which will be reimbursed by Architect).

Acceptance for Sportfive / Name

Title / Date



Acceptance for Consultant

Principal, May 25, 2022
Title / Date

11554 Spring Oak Avenue
Boynton Beach, FL 33437
949/235-9566 TEL
solitskyala@hotmail.com

SPORTFIVE

June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #9 – Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for estimated reimbursable expenses (travel, plan printing, etc) in association with Amendment #8 to preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee is \$9,000. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #9, Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope - \$9,000

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



September 6, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #10 - Geotech Review, Stamp and Provide Information Requested/Required for Part of the Golf Clubhouse Permit Process

Dear Mr. Enriquez,

Attached is Additional Work Proposal for geotechnical services to satisfy the permit plan reviewer request for information in association with the Golf Clubhouse Building Permit. The services and fee includes:

- (A) Review foundation plans and details for compliance with the geotechnical report.
- (B) Coordinate with the project structural engineer to resolve any comments.
- (C) Sign and stamp relevant sheets of the foundation plans.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:
Leighton Consulting, Inc. \$2,500

Total additional fee is \$2,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #10, Geotech Review, Stamp and Provide Information Requested/Required for Part of the Golf Clubhouse Permit Process - \$2,625.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This Amendment 1, effective September 2, 2022, is, upon execution of the Parties, incorporated under Master Services Agreement No. C81843M dated January 6, 2022, by and between Leighton Consulting, Inc. (LEIGHTON CONSULTING) and SportFive ("CLIENT").

PROJECT LOCATION: Pro Shop at Montebello Golf Course, 901 Via San Clemente, Montebello, California

DESCRIPTION OF SERVICES:

- Review foundation plans and details for compliance with the geotechnical report;
- Coordinate with the project structural engineer to resolve any comments; and
- Sign and stamp relevant sheets of the foundation plans.

LEIGHTON CONSULTING:

Leighton Consulting, Inc.
17781 Cowan
Irvine, California 92614
Telephone: (949) 681-4267
Email: dchandra@leightongroup.com
Prime Contact: **Djan Chandra**

CLIENT:

SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254
Telephone: (480) 483-9500
Email: michael.angus@sportfive.com
Prime Contact: **Mr. Michael Angus**

FEE:

The Services shall be undertaken for a fixed fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable upon receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.



By (Signature)

Djan Chandra

(Print Name)

9-2-2022

Date

SPORTFIVE



By (Signature)

Date



SPORTFIVE

October 2, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #11 – Landscape Design - Revisions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes:

(a) Update Construction Documents (bid set), planting, irrigation and details, , for Via San Clemente and the golf club house due to the revised area of landscape and the design intent provided by Maverick Hospitality.

(b) Design Development for Top Golf Way, both sides of the road way, incorporating the design intent provided by Maverick Hospitality. Presentation to Top Golf for approval.

(c) Construction Documents, planting, irrigation and details, for Top Golf Way, both sides of the road way, incorporating the design intent provided by Maverick Hospitality.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$7,550. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$7,550 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #11, Landscape Design Revisions - \$7,927.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive

CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS

Design Services Proposed To

SPORTFIVE
C/O
17662 IRVINE BOULEVARD SUITE 4
TUSTIN, CALIFORNIA 92780

Proposal Summary

Date	Proposal No.
2/28/2020	10188

Project	Client Project No.
MONTEBELLO CAMPUS 2020	PO 126

Description	Total
SITE DATA COLLECTION	1,500.00
LANDSCAPE SCHEMATIC DESIGN PLANS	4,025.00
SCHEMATIC DESIGN MEETING FOR COORDINATION AND REVIEW. (1)	960.00
DESIGN DEVELOPMENT	3,500.00
DESIGN DEVELOPMENT MEETING FOR COORDINATION AND REVIEW. (1)	960.00
CONSTRUCTION DOCUMENTS	5,175.00
CONSTRUCTION DOCUMENTS MEETINGS FOR COORDINATION AND REVIEW. (3)	2,880.00
CONSTRUCTION ADMINISTRATION PHASE	1,900.00
CONSTRUCTION ADMINISTRATION PHASE MEETINGS ON SITE (6)	2,970.00
AD2 INCREASE IN SCOPE TO DESIGN AND DETAIL THE TEMPORARY EVENT LAWN AND TRANSITIONS 03.01.22 (\$5,000.00)	
DESIGN DEVELOPMENT	2,000.00
CONSTRUCTION DOCUMENTS	3,000.00
AD3 VALUE ENGINEERING 06.20.22	4,110.00
AD4 09.27.22	0.00
UPDATE CONSTRUCTION DOCUMENTS (BID SET), PLANTING, IRRIGATION AND DETAILS, , FOR VIA SAN CLEMETE AND THE GOLF CLUB HOUSE DUE TO THE REVISED AREA OF LANDSCAPE AND THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY.	2,775.00
DESIGN DEVELOPMENT FOR TOP GOLF WAY, BOTH SIDES OF THE ROAD WAY, INCORPORATING THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY. PRESENTATION TO TOP GOLF FOR APPROVAL.	2,000.00
CONSTRUCTION DOCUMENTS, PLANTING, IRRIGATION AND DETAILS, FOR TOP GOLF WAY, BOTH SIDES OF THE ROAD WAY, INCORPORATING THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY.	2,775.00
THIS IS A SUMMARY OF FEES OUTLINED IN THE ABOVE REFERENCED PROPOSAL SUBMITTED BY CUMMINGS CURLEY AND ASSOCIATES. FOR COMPLETE SCOPE OF SERVICES AND TERMS AND CONDITIONS PROPOSED, REFER TO THE REFERENCED DOCUMENT.	
Total	\$40,530.00

1700 PACIFIC COAST HIGHWAY, SUITE C
SEAL BEACH, CALIFORNIA 90740

PHONE 562.424.8182 FAX 562.424.8181



November 16, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #12 – Construction Staking for Civil Contractor Phase One

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$67,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$67,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #12, Construction Staking for Civil Contractor Phase One - \$70,875.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

November 7, 2022

Proposal No. 22-833S

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

Via email: XXXXX@XXXXX.com

**RE: Proposal for Construction Staking
Montebello Golf Course - Montebello, CA**

Dear Mr. Angus,

Enclosed is DRC Engineering's proposal for Construction Staking to be completed at the Montebello Golf Course project located at 901 Via San Clemente in the City of Montebello, CA. We appreciate the opportunity to propose on this Project and look forward to a continued association with you and Sport Five.

Please contact me should you have any questions.

Sincerely,



R. Micah King
Survey Manager

Attachment

Scope of Services and Fees:

Job No. 22-833

Page 1 of 6

November 7, 2022

Project: Montebello Golf Course - Montebello, CA

1.0 INTRODUCTION

This Scope of Services for Construction Staking will facilitate the development of Montebello Golf Course project located in Montebello, CA. The following is an outline of the anticipated tasks that will be detailed in Section 2.0:

On-Site

- Recover and Perpetuate Control
- Demolition Limit Stakes
- Fine Grade Stakes
- Building Pad Stakes
- Building Pad Certifications
- Building Structure Control Stakes
- Building Form Certification
- Catch Basins and Local Depressions
- Storm Drain System Stakes
- Sewer System Stakes
- Water System Stakes
- Curb and Gutter Stakes
- Hardscape Stakes
- Trash Enclosure Stakes
- Restake / Certification Allowance
- Calculations/Cutsheets

Off-Site

- Storm Drain System Stakes
- Catch Basins and Local Depressions
- Sewer System Stakes
- Water System Stakes

2.0 SCOPE OF SERVICES

On-Site

Recover and Perpetuate Control

Establish horizontal and vertical staking control based on the existing Site conditions, approved construction plans and the Record Maps for the site. Maintain adequate site control throughout the duration of the project.

Demolition Limits Stakes

Provide control stakes indicating the limits of the removals for improvements shown on the approved plan to be removed prior to start of construction.

Project: Montebello Golf Course - Montebello, CA

Fine Grade Stakes

Perimeter Curbs: Rough grade stakes will also be set for the on-site perimeter curbs at 50' intervals and at BC's & EC's.

Building Pad Stakes

Building Pad: Provide Rough Grade Stakes at 10' x 10' offsets to the building envelope and at an offset to grid lines @ 100-foot maximum intervals for the building pad.

Building Pad Certification

Certify pad locations and elevations per the approved Precise Grading Plan and the approved structural section. If a pad is not within tolerance requirements, additional pad certifications will require Additional Work Authorizations.

Building Structure Control Stakes

Provide Building Structure Control stakes at an offset to the building corners or at an offset to gridlines as mutually agreed upon with the Contractor prior to staking. Provide grades to finish floor on the stakes or at two separate locations agreed upon with the contractor. This item is limited to the foundation only.

Building Form Certification

Certify building form locations and elevations per the approved Precise Grading Plan and the approved Foundation Plan. If the forms are not within tolerance requirements, additional form certifications will require Additional Work Authorizations.

Catch Basins and Local Depressions

Provide not more than Four (4) stakes each to be set in one (1) operation per catch basin. This includes simultaneous staking of adjacent local depressions if required.

Storm Drain System Stakes

Main Line: Provide stakes at primary points of control, angle points, grade breaks, centerline of manholes and structures, and at not less than twenty-five-foot (25') intervals along the main line.

Infiltration System: Provide control stakes at agreed-upon offsets to the centerline of the bio swales and bio retention areas including angle points, storm chamber corners, toes of slopes and all related structures including dry wells.

Sewer System Stakes

Main Line: Provide stakes at primary points of control, centerline of manholes, and at not less than twenty-five-foot (25') intervals along the main line.

Laterals: Provide stakes at primary points of control, centerline of cleanouts and grease interceptor manholes and at not less than twenty-five-foot (25') intervals along the lateral.

Water System Stakes

Provide stakes at primary points of control, angle points, main line intersections, and at not less than fifty-foot (50') intervals along the main line. Grades will be given referencing flowline of the pipe for profiled lines and finish surface over the pipe for non-profiled lines.

Fire Hydrants and Post Indicator Valves: Provide two (2) stakes referenced to top of curb at each fire Hydrant and PIV location with cuts or fills referenced to the top of curb.

Project: Montebello Golf Course - Montebello, CA

Curb and Gutter Stakes

Provide stakes at primary points of control, BC's, EC's, angle points, grade breaks, and at not less than twenty-five-foot (25') intervals along curb face for curbs and along the center of v-gutters shown on the approved improvement plans. Redwood headers will also be staked under this task.

Hardscape Stakes

Provide stakes at primary points of control, BC's, EC's, angle points, grade breaks, and at not less than twenty-five-foot (25') intervals along hardscape edges for the hardscape shown on the approved improvement plans that cannot be controlled by an adjacent feature. This task also includes the staking of the freestanding site signage with grades referencing finish grade or surface as shown on the precise grading plan.

Trash Enclosure Stakes

Provide stakes for the Trash Enclosure Walls. The stakes will be set at the beginning, steps, angle points and ends of the walls. Grades will be given referencing top of footing, top of wall or finish grade as indicated on the approved Precise Grading Plan.

Restaking / Certification Allowance

Provide stakes to replace damaged or destroyed stakes that were previously placed. Also provide Line and grade verification for various site improvement like but not limited to placement of underground wet utilities, rough grade verification, sub grade verification, base grade verification, back cuts that could not be anticipated during the preconstruction process. For this task, an estimated Budget Allowance of 40 hours is being set. Additional hours, if necessary, will be invoiced as "Additional Services" per the attached Schedule of Hourly Billing Rates. No staking within or beyond this task will be performed without authorized written approval from the Client and will be invoiced on a time and material fee based on our current hourly rate schedule included hereon not to exceed the budget amount of \$11,600 without written authorization from the client. Detailed descriptions of tasks, hours and date work is performed will be included each month this task is utilized.

Calculations/Cutsheets

Calculate site for construction staking based on approved and signed improvement plans. Provide client with a copy of the cutsheets daily.

Off-Site**Storm Drain System Stakes**

Main Line: Provide stakes at primary points of control, angle points, grade breaks, centerline of manholes and structures, and at not less than twenty-five-foot (25') intervals along the main line.

Catch Basins and Local Depressions

Provide not more than Four (4) stakes each to be set in one (1) operation per catch basin. This includes simultaneous staking of adjacent local depressions if required.

Sewer System Stakes

Main Line: Provide stakes at primary points of control, centerline of manholes, and at not less than twenty-five-foot (25') intervals along the main line.

Laterals: Provide stakes at primary points of control, centerline of cleanouts and grease interceptor manholes and at not less than twenty-five-foot (25') intervals along the lateral.

Scope of Services and Fees:

Job No. 22-820

Page 4 of 6

September 22, 2022

Project: Montebello Golf Course - Montebello, CA

Water System Stakes

Provide stakes at primary points of control, angle points, main line intersections, and at not less than fifty-foot (50') intervals along the main line. Grades will be given referencing flowline of the pipe for profiled lines and finish surface over the pipe for non-profiled lines.

Fire Hydrants and Post Indicator Valves: Provide two (2) stakes referenced to top of curb at each fire Hydrant and PIV location with cuts or fills referenced to the top of curb.

Scope of Services and Fees:

Job No. 22-820

Page 5 of 6

September 22, 2022

Project: Montebello Golf Course - Montebello, CA

3.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. Although the scope items are interrelated and assigned a fixed fee, each task has been listed below with its corresponding budget amount. Services performed will be subject to a 50% increase in the base rate if the hours exceed eight (8) in a day or for work on a Saturday, Sunday or Holiday. Services will include **round-trip** drive time to and from DRC's Anaheim Hills Office. Additional Services will not be performed until authorized in writing by Client.

A total of **Twenty Five (25) move-ins** have been allocated to complete the Scope of Services detailed in Section 2.0. The move-ins must be adhered to for the work to be completed within the Fixed Fee shown below. Additional move-ins will be billed as additional work.

Task	Fixed Fee
On-Site	
Recover and Perpetuate Control	\$1,700
Demolition Limit Stakes	\$600
Fine Grade Stakes	\$1,500
Building Pad Stakes	\$1,700
Building Pad Certifications	\$2,000
Building Structure Control Stakes	\$2,600
Building Form Certification	\$2,300
Catch Basin and Local Depression Stakes	\$1,700
Storm Drain System Stakes	\$5,800
Sewer System Stakes	\$1,200
Water System Stakes	\$1,000
Curb and Gutter Stakes	\$10,400
Hardscape Stakes	\$3,500
Trash Enclosure Stakes	\$700
Restake / Certification Allowance	\$11,600
Calculations/Cutsheets	<u>\$900</u>
Sub Total	\$49,200
Off-Site	
Storm Drain System Stakes	\$7,100
Catch Basin and Local Depression Stakes	\$1,000
Sewer System Stakes	\$4,600
Water System Stakes	<u>\$3,800</u>
Sub Total	\$16,500
Grand Total	\$65,700

Scope of Services and Fees:

Job No. 22-820

Page 6 of 6

September 22, 2022

Project: Montebello Golf Course - Montebello, CA

4.0 SCHEDULE OF HOURLY BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor.....	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter.....	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew (Prevailing Wage).....	\$290.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Client: Sport Five

Date: _____



SPORTFIVE

December 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #13 – Construction Staking Outside of Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One that is outside of the original scope of. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$15,225. Detailed information and a summary of projected hours and hourly rates is included. In addition, we anticipate an allowance/cost of \$8,700 for future final rough grade verification for the golf course area.

In addition to the \$23,925 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #13, Construction Staking Outside of Scope - \$25,121.25.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Mike Angus

Sport Five

488 Madison Ave. 16th Floor, New York, NY 10022

Email: michael.angus@sportfive.com

December 20, 2022

DRC Job No. 21-167S

**Re: Municipal Golf Course Renovation
Contract No. -
Additional Work Authorization (AWA) Request 1 / Oct 1 - Nov 30, 2022 Services**

Dear Mike :

The following is a breakdown of additional services for your approval.

AWA No. 001

Item No.	Date	Task	Hrs	Chgs
1.	10/27/22	STAKE GRADING LIMITS	8	\$2,320.00
2.	10/28/22	STAKE OUT LAKE LIMIT AND TOPO PER SKETCH	3.5	\$1,015.00
3.	11/15/22	STAKE ROUGH GRADE CONTOURS	5.5	\$1,595.00
4.	11/16/22	STAKE ROUGH GRADE CURB	6	\$1,740.00
5.	11/16/22	STAKE ROUGH GRADE CONTOURS	4	\$1,160.00
6.	11/17/22	STAKE LIMITS ON SOUTH SIDE OF GOLF COURSE	9.5	\$2,755.00
7.	11/18/22	STAKE ROUGH GRADE LIMITS ON SOUTH SIDE OF GOLF COURSE	2.5	\$725.00
8.	11/21/22	STAKE LIMITS ON SOUTH SIDE OF GOLF COURSE	9	\$2,610.00
9.	11/29/22	SHOWED UP TO STAKE OUT STORM DRAIN LINES AND RICO DID NOT WANT US TO SET ANY MORE SD STAKES BUT TO SET DAYLIGHT STAKES	3	\$870.00
10.	11/29/22	REVIEW LIMIT STAKES. DIDN'T SEE ANY MISSING STAKES, PER OUR STAKE OUT PLAN.	1.5	\$435.00
Grand Total			52.5	\$15,225.00

From: Jay Brander
To: chizukahaggerty.aimcsworld.com; Michael McAlpine
Cc: ANGUS, Michael; Enriquez, James; schenelia@cityofmontebello.com; Amy Johnson; Micah King
Subject: RE: Montebello Golf Course Renovation Project - Draft Weekly Meeting 004 Minutes 12/6/22
Date: Friday, December 9, 2022 3:35:45 PM

[EXTERNAL]

Team,

Two items I didn't see in the minutes:

- Item #1 switchgear- I confirmed with Amy, once a switchgear vendor is selected that gear will need to be reviewed by SCE prior to ordering. It is part of the DRC Dry Utility scope of work to facilitate the review of the vendor supplied shop drawing with the appropriate SCE planner.
- Item #2 Golf hole turnover- We spent a chunk of time discussing confirmation of grading prior to turnover of a golf hole area from LA Engineering to American Landscape. I suggested we could run a GPS grid over the mass graded area picking up highs/lows in order to compare to the expected grades (per rough grading plan.) DRC's current survey contract was based on certifications of Civil drawings. If DRC is to do a post Mass grading certification on the golf areas, this would be out-of-scope effort. Assuming single certification for each golf area I estimate that to be about 30 hours (\$8700) effort for the survey crew, depending on how exactly the holes are to be certified it may be less time. We can go on T&M or we can set-up a change order.

Jay Brander, P.E. | Project Manager

DRC Engineering, Inc.

www.drc-eng.com | [LinkedIn](#)

an employee owned company

t: 714.685.6860 x 376 | jbrander@drc-eng.com

160 South Old Springs Road Suite 210, Anaheim Hills, CA 92808

From: chizukahaggerty.aimcsworld.com <chizukahaggerty@aimcsworld.com>

Sent: Friday, December 9, 2022 12:38 PM

To: bocasio@pacificresourceservices.com; JMDiaz@kleinfelder.com; Enriquez, James <JEnriquez@cityofmontebello.com>; Chenelia, Samantha <SChenelia@cityofmontebello.com>; ANGUS, Michael <michael.angus@sportfive.com>; Rick Smith <rick@ricksmith.com>; Jay Brander <jbrander@drc-eng.com>; Soila Proctor <sproctor@drc-eng.com>; Amy Johnson <ajohnson@drc-eng.com>; Logan Frick <logan@maverickhospitality.com>; brad@maverickhospitality.com; Joe Goodrich <jgoodrich@indigogolf.com>; Tony Marino <tmarino@indigogolf.com>; Patrick Gertner <pgertner@indigogolf.com>; Rmontalvo@cityofmontebello.com; George Elkin <elkingeorge@yahoo.com>; David Stout <DStout@Troon.com>; Mark Campbell <mscampbell83@icloud.com>; Jeff Green <jeff@maverickhospitality.com>; Alejandro Gonzalez <agonzalez@laeng.net>; Aaron O'Brien <aaron@laeng.net>; Michael Nossett <mnossett@laeng.net>; Alberto Rico <arico@laeng.net>; Natalie Peters <npeters@laeng.net>; Gary

Peterson <gpeterson@americanlandscape.com>; Tim Dugan <tdugan@americanlandscape.com>;
Alex Garcia <agarcia@americanlandscape.com>; Jorge Salazar <jsalazar@americanlandscape.com>;
Noe Herrera <nherrera@americanlandscape.com>; Laura Martinez
<lmartinez@americanlandscape.com>; tameka@americanlandscape.com

Cc: mestrada aimcsworld.com <mestrada@aimcsworld.com>; Michael McAlpine
<mmcalpine@aimcsworld.com>; gperez aimcsworld.com <gperez@aimcsworld.com>; Michael
Torres <mtorres@aimcsworld.com>; Matthew Perez <mperez@aimcsworld.com>;
mpmatthewperez@gmail.com; sburkett aimcsworld.com <sburkett@aimcsworld.com>

Subject: Montebello Golf Course Renovation Project - Draft Weekly Meeting 004 Minutes 12/6/22

Good afternoon all,

Attached, please find the draft meeting minutes for the weekly construction meeting held on
12/6/22.

Please let me know if you have any updates, questions, or concerns.

Thank you so much,
Chizuka Haggerty
818-731-1808

SPORTFIVE

December 22, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #14 – Temporary Golf Clubhouse Option Coordination

Dear Mr. Enriquez,

This is an Additional Work Proposal for our design team to assist with conceptual planning and coordination for a potential temporary Golf Clubhouse. This is outside of the original scope. The services and fee include conceptual design time, memo/correspondence, assist City and prepare/provide James for for City Council presentation, coordination/consulting with engineers and discuss cost estimate with George Elkin, performed by DFA Architects.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee will be billed as time and materials, not to exceed \$8,500, unless approved.

In addition to the \$8,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #14, Temporary Golf Clubhouse Option Coordination - \$8,925.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive

SPORTFIVE

February 28, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #15 - Geotech Services Requested for Field Conditions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for geotechnical services for reviewing and advising current field conditions.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:
Leighton Consulting, Inc. \$2,905.23

Total additional fee is \$2,905.23. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,905.23 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #15, Geotech Services Requested for Field Conditions - \$3,050.49.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive



INVOICE

Leighton Consulting, Inc.

A California Corp.: Federal ID No.: 73-1650031

Invoice Date: February 28, 2023

Invoice Number: 55421

C81843M

SportFive

7077 E. Marilyn Road, Suite 140

Scottsdale, AZ 85254

Client Contract / PO

Client PM Michael Angus

Leighton Project No.: 13378.003

Project Manager: Djan Chandra

PM Email Address: dchandra@leightongroup.com

Charges from: 2/1/2023

Charges through: 2/28/2023

SERVICES RENDERED

Site Reconnaissance and Geotechnical Recommendations

Subgrade Preparation for Storm Drain Lateral A-3

Pro Shop at Montebello Golf Course

901 Via San Clemente, Montebello, California

Authorized Amount: \$ 2,912.00

Previously Invoiced: \$ 0.00

Current Invoice: \$ 2,905.23

Contract Remaining: \$ 6.77

Professional Services

\$ 2,782.00

Other Direct Charges

\$ 123.23

AMOUNT DUE

\$ 2,905.23

REMIT TO:

Leighton Consulting, Inc.

2600 Michelson Drive, Suite 400

IRVINE, CA 92612

For questions concerning this invoice or EFT information:

Please contact Leighton Consulting, Inc. at

(949) 681-4240

acctreceivable@Leightongroup.com



Leighton Consulting, Inc.

Client: SportFive

Invoice No.: 55421

Invoice Date: 2/28/2023

Professional Fees	Rate	Hours	Total
300 Data Evaluation & Analysis			
Principal	\$ 290.00	2.00	\$ 580.00
408 Field Review/QA			
Field/Laboratory Supervisor	\$ 165.00	4.00	\$ 660.00
500 Office/Reports			
Principal	\$ 290.00	2.00	\$ 580.00
Sr. Staff Eng/Geo/Sci.	\$ 185.00	3.00	\$ 555.00
502 Project Administration			
Principal	\$ 290.00	1.00	\$ 290.00
Word Proc/Proj Admin	\$ 90.00	1.30	\$ 117.00
Other Direct Charges			
Mileage - Project Direct	\$.655	66	\$ 43.23
Vehicle Usage	\$ 20	4	\$ 80.00
			\$ 123.23
Total Charges for This Invoice			\$ 2,905.23



March 28, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #16 – Additional Engineering and Dry Utility Coordination Services for Street Lights

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work associated with the requested street light design.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$7,750. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$7,750 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #16, Engineering Services - \$8,137.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

March 27, 2023
Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #4 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #4 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 1 of 3

March 27, 2023

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization #4 (AWA) is for additional engineering and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Sub-Consultant Coordination

Per City of Montebello staff request DRC has engaged a sub-consultant MEP to prepare a street light photometric plan and provide necessary design services for street light locations and layout. DRC will prepare street CAD Base file for design use, oversee and coordinate with sub-consultant for additional design services related to installation of new LED street lighting along Via San Clemente.

Street Light Design

Proposal from JMPE Electrical Engineering (sub-consultant) is included and should be referenced for scope of work and fee breakdown. Task assumes new streetlights match current design LED light package for access road and can feed from public access road light meter pedestal.

Via San Clemente Dry Utility SCE Coordination

DRC Dry Utility department will prepare work order package for use by City of Montebello to get a SCE removal package for existing SCE street light system located along Via San Clemente. Task assumes no change required to Clubhouse SCE utility design for meter pedestal or addition of new meter pedestal.

Clubhouse Rule 16 - Service Extension Coordination (Electric/Communication/Gas)

DRC will prepare and submit to the utilities the required utility documents for utility provider utilities to properly design the new service extension and prepare the work order package. For each work order package, the utility will prepare contracts and invoices and DRC will review the contracts and invoices and process the packages to the client for execution and payment and then back to the utilities.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 2 of 3

March 27, 2023

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Sub Consultant Coordination	\$1,200
Street Light Design	\$2,800
Via San Clemente Dry Utility SCE Coordination	\$2,000
Clubhouse Rule 16	<u>\$1,750</u>
Subtotal	\$7,750
Total	\$7,750

Reimbursable Allowance	\$500
-------------------------------	--------------



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 3 of 3

March 27, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal



ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

March 24, 2023

DRC Engineering, Inc.
160 South Old Springs Rd., Suite 210
Anaheim, CA 92808

Attn: Jay Brander, PE

Re: Montebello Golf Course, Via San Clemente
Street Lighting
Electrical Engineering Fee Proposal

- I. Scope of Work:
 - A. New meter pedestal at golf course clubhouse frontage.
 - B. New street lights from Garfield/Via San Clemente intersection to roadway/driveway intersection 1000 feet south.
 - C. New street light circuit.
- II. Scope of Design:
 - A. Site electrical plan:
 1. Conduit.
 2. Conductors.
 3. Circuiting.
 4. Street light locations.
 - B. Street lighting details.
 - C. Meter pedestal detail.
 - D. Site lighting photometric plan.
 - E. Street light details.
 - F. Coordination with DRC Engineering.
- III. Items Excluded:
 - A. Additional street lighting.
 - B. Traffic signal engineering.
- IV. Fees for Services:
 - A. A flat fee of ~~\$2,800.00~~ shall be invoiced for design.
 - B. Additional services shall be invoiced on an hourly basis only after prior authorization.
 - C. Hourly rates are: \$200 for engineering and \$100 for drafting.
- V. Liability Limitations:
 - A. JMPE has no control over, nor is it responsible for any acts, errors, omissions, equipment failures or delays caused by the Client, Owner, other consultants, contractors, subcontractors or any of their agents or employees, manufacturers, shippers, installers, any other persons performing any work on the project, or users of the work. JMPE is not responsible for contractor's failure to carry out the construction in a responsible manner and in accordance with applicable codes, contract documents and recommendations.

627 OLIVE STREET
SANTA BARBARA, CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net

- B. JMPE is not responsible for any unapproved changes to its final drawings and specifications, including but not limited to, substitutions of or by manufacturers, substitutions by contractors, variation in layouts, quality and quantity of fixtures.

VI. Termination of Agreement:

- A. This Agreement is terminable by either party at any time upon ten (10) days' written notice. In the event this Agreement is terminated for any reason; the Client is obligated for JMPE's services and charges incurred before the termination date.
- B. The provisions of this Agreement are valid for 30 days. If this Agreement is not signed by Client and received by JMPE by this date, the Agreement's terms and conditions will be open for further negotiation.

VII. Invoice Submittal: Please indicate to whom all invoices are to be submitted.

Name: _____

Attn: _____

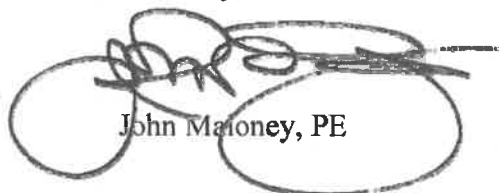
Phone: _____

Address: _____

E-Mail: _____

Preferred method of billing: ☐ USPS mail OR ☐ Email OR ☐ Both
Select one.

Sincerely,



John Maione, PE

Approved by: _____ Date: _____



April 18, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #17 – Revisions to Golf Clubhouse Architect Plans

Dear Mr. Enriquez,

This is an Additional Work Proposal for our design team to assist with revisions to current Golf Clubhouse construction documents to include items requested by Maverick. This is outside of the original scope. The services and fee include design time and coordination, performed by DFA Architects.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee will be billed as time and materials, not to exceed \$21,950, unless approved.

In addition to the \$21,950 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #17, Revisions to Golf Clubhouse Architect Plans - \$23,047.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



April 17, 2023

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC – Additional Services
DFA Project No. 19124

Dear Mike:

In accordance with the Professional Service Agreement dated January 4, 2022 this will acknowledge and confirm your authorization for us to perform the additional services described herein.

Revisions to the current construction documents set labeled and dated as Delta #1, 2nd Health Department Submittal 11.18.2022. See attached list of revisions requested and labeled as 'Exhibit-A'

The cost for these services will be \$21,950.00. We estimate it will take three (3) weeks to finalize all aspects of the work. Upon completion we will consult with you to ensure overall program conformance. Upon your approval, we will issue all information to you for your use.

We will invoice you for all services mentioned and described above under a new project suffix number 19124.4. We will further segregate and clearly identify the separate and distinct costs we incur, including all out-of-pocket expenses and reimbursables.

Sincerely,

DOUGLAS FREDRIKSON ARCHITECTS, INC.

Douglas W. Fredrikson, AIA, NCARB
President

Agreed and Accepted:
Sport Five Golf, LLC

By: _____
Title: _____
Date: _____



April 17, 2023

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC – Additional Services – Exhibit ‘A’
DFA Project No. 19124

Revisions to the current construction documents set labeled and dated as Delta #1, 2nd Health Department Submittal 11.18.2022. Revisions to the current documents shall not be clouded and delta'd however the entire set will be Issued as Bid Package and Dated 05.04.2023.

General Modifications

1. Print entire set and Issue as Bid Package and Dated 05.01.2023.
2. Revise Stage Pavilion and BBQ pavilion to be included within contract documents, remove “Bid Alternate” notes from page.
3. Provide Division 01 note in specification for 15% overstock on finishes. (DFA to coordinate which finishes for overstock).

Site Modifications

1. Increase concrete apron at trash enclosure into drive 20’-24’ depth from gates.
2. Trash enclosure exterior finish shall be revised to EIFS finish.
3. Revise security fencing layout and remove sliding pedestrian gate. Gate shall be standard pedestrian swing gate.
4. Provide 24”x24” pavers in lieu of currently specified concrete hardscape under roof overhang and adjacent to building. Courtyard shall be revised to match paver pattern.
5. Provide paver connection path to new event area.
6. Add FFE round fire table and seating at the NW corner of the hardscape between main entry door and event lawn.
7. Provide additional power distribution for new event lawn west of event lawn area

Building Modifications

1. Revise Door 101b – Change to D6 with side light to match mullions in door. Doors would be double swing with hold open closer and cylinder lock.
2. Coordinate Doors 117b 122a and 122b to be factory color to match building finish (White).
3. Update note regarding signage package to verify it calls out as Owner provided, General Contractor to coordinate with owner vendor.
4. Update all TV locations to accommodate an 85” monitor. Revise note for monitor to be provided by owner’s vendor, general contractor to coordinate.
5. Provide Waterless urinals in lieu of low water and Ecopower flush valve; water service shall remain in case of future installation of water use fixtures. Keep Ecopower valve on water closets.

6. Update interior restroom elevations - Tile needs to be full height elevations 112n 112m 112l 112k 111g 111h 111f 112e 112d 112c 112a. All public common restrooms shall have full height tile to prevent vandalism to the drywall. Private restroom is OK as is.
7. Update handsets and door pulls to have black finish in lieu of white finish.
8. Architectural and Electrical plans to include coordination with owner provided AV/IT vendor for extra conduit locations.

End of list.



May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #18 – Additional Engineering and Dry Utility Coordination Services for Pump Station Drive and Additional Lake Coordination

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work associated with the requested pump station driveway and additional lake coordination.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$11,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$11,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #18, Engineering Services - \$11,550.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

April 30, 2023
Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #5 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #5 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jeptha Brander, PE
Project Manager

Attachment



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 1 of 3

April 30, 2023

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization #5 (AWA) is for additional engineering and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Lake Coordination

Due to site grading issues with the rough grading of the lake, DRC prepared exhibits necessary to support decision making process by the design team and inform City of Montebello staff of issues and impacts resulting from the lake placement. As part of the effort to prepare exhibits DRC conducted additional site surveys to determine initial "As-Built" of the rough graded lake. DRC also prepared exhibits to depict necessary remedial grading based on evaluation of planned golf bridge. Upon agreement of action DRC provided site survey staking.

Lake Pump Driveway

DRC will prepare and submit to the city a stand-alone plan sheet for inclusion with phase 3 bid. This plan will depict the necessary required scope of work to remove existing non-compliant drive apron and re-construct a compliant drive apron along with information necessary for the relocation of existing fencing to be behind a path of travel.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 2 of 3

April 30, 2023

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Lake Coordination	\$6,300
<u>Lake Pump Driveway</u>	<u>\$4,700</u>
Subtotal	\$11,000
Total	\$11,000



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 3 of 3

April 30, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal



May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #19 – Landscape Design - Revisions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes update Construction Documents (bid set), planting, irrigation and details, to be included as plans for the upcoming Golf Course Clubhouse contractor bid process.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$4,450. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$4,450 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #11, Landscape Design Revisions - \$4,672.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive

From: [Robert Curley](#)
To: [ANGUS, Michael](#)
Cc: [Chandler Eskew](#)
Subject: RE: Montebello Even Lawn
Date: Tuesday, May 2, 2023 5:38:56 AM

[EXTERNAL]

Much larger scope.

1. Eliminate the golf landscape that is already under contract. So that it is not confusing for the Clubhouse bid of what is included. NEW CLUB HOUSE WORK ONLY LANDSCAPE BID SET \$2,960.00
2. Revise your plans to show the new landscape area which is the big 14,000 SF synthetic turf event lawn. They also want a engineered compacted base under the 14,000 SF area for elephants to walk on it. Is this subgrade base something you do? If so add a note for how to install the sub base. I CAN ADD THENOTE ETC. I WILL NEED TO KNOW DEPTH THEY ARE LOOKING FOR. \$1,490.00
3. Coordinate with Chandler/DFA on who is showing the lights that Brad/Jeff want. LIGHTS GO ON ARCHITECTURAL OR ELECTRICAL.
4. Keep the upper event lawn area by the old Clubhouse on the plan as an alternate that the Clubhouse set of contractors will bid on. NOTED

TOTAL FEE FOR THE ABOVE 4 ITEMS: \$4,440.00

Robert Curley
Cummings Curley and Associates, Inc.
Principal Landscape Architect
562.424.8182 x112
robert@cummingscurley.com

From: ANGUS, Michael <michael.angus@sportfive.com>
Sent: Monday, May 1, 2023 5:52 PM
To: Robert Curley <robert@cummingscurley.com>
Cc: Chandler Eskew <chandlere@dfarchitects.com>
Subject: RE: Montebello Even Lawn

Hey Robert,

Attached is a PDF that shows that new big area of synthetic turf.

We need you to update your landscape set for the Clubhouse Bid.

1. Eliminate the golf landscape that is already under contract. So that it is not confusing for the Clubhouse bid of what is included.
2. Revise your plans to show the new landscape area which is the big 14,000 SF synthetic turf

event lawn. They also want a engineered compacted base under the 14,000 SF area for elephants to walk on it. Is this subgrade base something you do? If so add a note for how to install the sub base.

3. Coordinate with Chandler/DFA on who is showing the lights that Brad/Jeff want.
4. Keep the upper event lawn area by the old Clubhouse on the plan as an alternate that the Clubhouse set of contractors will bid on.

If you need more \$ than what you emailed me let me know asap. I will get an approval from James/City on Tuesday.

Will need your revised and final Clubhouse (including the upper event lawn area already designed as an alternate) by May 16.

Chandler...please make sure you or Robert show the lighting or lighting conduit, whatever we have from Jeff/Brad on someones plan for the bid.

Thank you,
Mike Angus
(480) 688-4047



May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #20 – Electrical Engineering Services – Revised Golf Lighting

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Electrical Engineering Services for the Montebello Golf Course Project. The services and fee includes revisions to the electrical design based on final golf course light poles and lights.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Douglas Fredrikson Architects, Inc. Total additional fee is \$2,800. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,800 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #20, Electrical Engineering Services - \$2,940.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

Invoice



mw engineering, llc
Electrical Consulting Engineering Group

2001 W. Alameda Dr., Suite 102 Tempe, AZ 85282 480.731.5050

Date	Invoice #
5/18/2023	4301

Bill To
Sportfive Michael Angus

Description	Amount
Electrical Engineering For: Montebello Municipal Golf Course Renovation Lighting Revisions Back to 20 poles, relocate lake pump equipment #22108	2,800.00
Payment is due upon receipt. Thank you for your business.	Total \$2,800.00

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #21 – Construction Staking Outside of Scope “B”

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One and Phase Two that is outside of the original scope of. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$50,000. Detailed information and a summary of projected hours and hourly rates is included. Our hope is that there is enough budget to accomplish all remaining Phase One and Phase Two survey and staking, and potentially have some budget remaining for some Phase Three Golf Clubhouse scope survey and staking as well, if needed.

In addition to the \$50,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #21, Construction Staking Outside of Scope “B” - \$52,500.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

May 23, 2023

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Job No. 21-167S

Michael Angus

Sport Five

488 Madison Ave 16th Flr, New York NY 10022

Via Email: Michael.Angus@sportfive.com

RE: Additional Work Authorization #5 (AWA #5_R1)
Montebello Golf Course - 901 Via San Clemente, Montebello, CA

Mike,

Please find enclosed additional work authorization (AWA) request #5 for survey services outside of the original scope of services.

Please feel free to contact me if you have questions related to this AWA.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Micah King". The signature is stylized with a long horizontal stroke at the end.

R. Micah King, PLS
Vice President Survey

Attachment



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

Scope of Services and Fees:

Job No. 21-167S

Additional Work Authorization #5

Page 1 of 1

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

May 23, 2023

Project: Montebello Golf Course - 901 Via San Clemente, Montebello, CA

1.0 INTRODUCTION & SCOPE OF SERVICES

AWA #5 is for additional survey services required for the Montebello Golf Course project. The following scope includes completed and anticipated task(s) required for the successful completion of the project.

Miscellaneous Survey Services

DRC has or will provide additional survey services including the following:

Lake:

- Lake Stakes (Original design plan lake vs. 1st As-Built Lake Location)
- Revised Lake Limit Stakes and Landing Area (For Bridge Landing)
- As-built Lake (second time)
- Revised Lake Limit Stakes (For Edge Corrections per Lake Plans)

Golf:

- Turf Line Stakes (For irrigation main line layout)
- Light Stakes (Stake proposed golf lights, pick-up field walk revised locations)
- Event Lawn Stakes (For shaper)
- Greens and Tee Stakes

Misc. Extras:

- Dry Utility Stakes (Via San Clemente)
- Driveway Pick-up Stakes
- Locate Borrow Pit in Remainder Parcel
- Re-mobilization for Sewer
- As-built Rough Grade Fill Areas
- Rough Grade Curb Stakes for Parking Lot around Clubhouse
- Various Re-staking and Staking for Revisions

Projected remaining (out of contract) work:

- Pump station driveway construction staking for demolition and re-construction.
- Guard Shack Kiosk construction staking for demolition and ramp construction.
- Cal-Water services staking

2.0 FEE SCHEDULE

The scope of services detailed in Section 1.0 will be completed for a fixed fee as indicated below, and per the terms of the original agreement.

Task	Fixed Fee
Miscellaneous Survey Services	<u>\$50,000</u>
Total	\$50,000

Accepted by: _____

Title: _____

Sport Five

Date: _____



June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #22 – Sportfive Additional Services Outside Original Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for past, ongoing and future design and coordination items performed by the Sportfive team that is outside of the original scope of.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Sportfive. Total additional fee is \$78,800. Detailed information and a summary of projected hours and hourly rates is included. As your design partner on this job, we offer this significantly reduced time and fee in good faith and hopes that we can continue this partnership and provide our resources through completion of the overall project.

Total Fee for Amendment #22, Sportfive Additional Work Outside Original Scope - \$78,800.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: SportFive Proposal for Additional Design and Coordination Budget / Fee

Dear Mr. Enriquez,

Attached is Additional Work Proposal for SportFive for past, ongoing and future items outside of the original scope of services.

Estimated task breakdown and hourly billing of rates summary:

Part One – Past Work – Golf Course Scope - \$27,200

Additional design and project coordination. From December 2021 thru April 2023. 68 weeks at a significantly reduced average of 4 hours per week, at a significantly reduced average hourly rate of \$100 per hour.

Part Two – Future Work – Golf Course Scope - \$9,600

Anticipated additional design and project coordination. From May 2023 thru October 2023. 24 weeks at a significantly reduced average of 4 hours per week, at a significantly reduced average hourly rate of \$100 per hour.

Part Three – Extended Schedule for Golf Clubhouse – Golf Clubhouse Scope - \$42,000

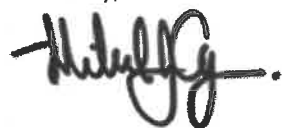
Anticipated ongoing design and project coordination. From November 2023 thru April 2023. 6 months at proposed reduced fee of \$7,000 per month fee.

Total Fee for above Part One, Two and Three -

TOTAL \$78,800.00

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive



July 6, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #24 – Pump Station and SES Slab Foundation Design

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing the structural slab foundation plan for the Irrigation Pump Station and the SES for the Montebello Golf Course Project. The services and fee includes:

Structural engineering and associated CAD services for the design of two new concrete slabs on grade as described herein. The concrete slabs will support a premanufactured pump station and a SES electrical cabinet respectively.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Vertex Consulting Structural Engineers. Total additional fee is \$2,000. Detailed information and a summary of projected hours and hourly rates is included. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #24, CSI Specification Preparation - \$2,000.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



PROPOSAL FOR PROFESSIONAL STRUCTURAL ENGINEERING CONSULTING SERVICES

AGREEMENT

Prepared on the 30th day of June in the year of 2023.

Between the ENGINEER:

Vertex Consulting Structural Engineers, LLC
8165 East Indian Bend Road, Suite 105
Scottsdale, AZ 85250
P: 480.773.7042 F: 480.773.7046
sam@vertexcse.com

And the CLIENT:

SPORTFIVE
7007 East Marilyn Road, Suite 140
Scottsdale, AZ 85254

For the following project:

Pump Station and SES Slabs for:
Montebello Golf Club
988 Via San Clemente
Montebello, CA 90640
Vertex Proposal No. 22104.93P

SCOPE OF WORK

BASIC SERVICES shall include structural engineering and associated CAD services for the design of two new concrete slabs on grade as described herein. The concrete slabs will support a premanufactured pump station and a SES electrical cabinet respectively. The premanufactured pump station is approximately 7'-8" x 17'-8" x 8'-10" tall on an approximately 10'-0" x 20'-0" concrete slab. The SES cabinet is approximately 3'-0" x 6'-3" x 7'-6" tall with an approximately 5'-0" x 10'-0" concrete slab. The concrete slabs will be designed to support the loads from the equipment. The premanufactured pump station and the SES cabinet and their attachment to the slab will be designed by others at the Client's expense. The Engineer will check the concrete slab for the attachment of the equipment anchorage to the concrete. The Client is responsible for providing the necessary information regarding the equipment including the in-use weight, the center of gravity and anchorage of the equipment to the slab. Construction Administration has been included in the fee for Construction Documents, and shall consist of city review comments, shop drawing review, responses to contractor RFI's, and interpretation of drawings.

BASIS OF COMPENSATION

Our fee for the **BASIC SERVICES**, as described, will be as follows:

- Construction Documents \$ 2,000.00

COMPENSATION FOR ADDITIONAL SERVICES not included in the Basic Services will be based on time expended and will be billed at the following hourly rates:

Hourly Rates

Principal	\$160/hour	Administrative	\$60/hour
Senior Engineer	\$130/hour	Reimbursable Costs	Cost x 1.15
Engineer	\$110/hour	Structural Observations	\$1,200/visit
Drafting	\$90/hour	Engineering Site Visits	\$1,200/visit

Reimbursable Costs. Client shall reimburse the Engineer all costs incurred in connection with the services rendered. Reimbursable costs include, but are not limited to, travel costs, sub-consultants, materials, copies, delivery, etc. that are attributable to this project and services. Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all other costs associated with travel. Charges for plotting or printing of documents will be \$3.00 per sheet if plotted in-house, or actual cost for drawings printed and/or plotted by an agreed upon printing company.

INVOICING AND PAYMENT PROVISIONS:

Invoices will be submitted monthly by the Engineer for payment by the Client. Payment is due upon receipt of invoice. The Client is responsible for payment of full amount whether they receive payment or not. After thirty (30) days from the invoice date, a finance charge of 1.5% per month, compounded monthly, will be charged on the unpaid balance of the past due account. Payment by the Client will thereafter be applied first to the accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, the Engineer may suspend performing further work. If the Client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal.

☐ Client requests use of this P.O. number on all invoices regarding this job. P.O. # _____

ADDITIONAL CONDITIONS/SERVICES:

Unless specifically noted in the Basic Services, Special Inspections, Structural Observations, and Engineering Site Visits are not included in the agreement. The project should carry a minimum 3% contingency for potential coordination and value-added items. The liability of the Engineer is limited to, and shall not under any circumstances exceed, the amount of the fee paid to the Engineer for work on this project. Any applicable statute of limitations shall begin to run not later than the date of final completion of the project.

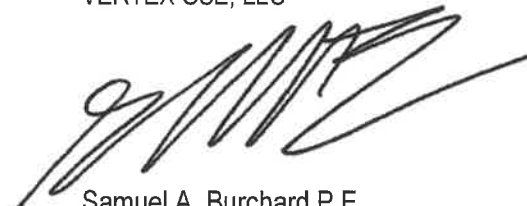
If someone other than the above-named client is to be invoiced for any portion of this Proposal, it must be noted below.

☐ Client requests additional invoice be sent to:
Name: _____, at
Address: _____ for
Service: _____ Amount: \$ _____

It shall be the responsibility of the Client to furnish Vertex CSE, LLC with one complete set of contract documents.

ACCEPTANCE:

VERTEX CSE, LLC



Samuel A. Burchard P.E.
Principal

SPORTFIVE

BY: _____

TITLE: _____

DATE: _____

SPORTFIVE

July 18, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #25 – Landscape Design – Expanded Landscape Areas

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes update Construction Documents (bid set), planting, irrigation and details. The work consists of (a) the expanded upper hillside event area and (b) the additional landscape area at the Golf Clubhouse at the edge of existing lake.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$2,392. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,392 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #25, Landscape Design Expanded Landscape Areas - \$2,512.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



CUMMINGS CURLEY AND ASSOCIATES INC
LANDSCAPE ARCHITECTS • LAND PLANNERS

JULY 18, 2023

MAVERICK HOSPITALITY INC AND TREND SPORTS LLC
C/O MICHAEL J. ANGUS
GOLF COURSE DESIGN & DEVELOPMENT
7077 EAST MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85254

RE: AMENDMENT 6 TO CUMMINGS CURLEY AND ASSOCIATES PROPOSAL No. 10188
CITY OF MONTEBELLO P.O. No. 126

DEAR MICHAEL:

AS YOU REQUESTED, WE PROVIDE THIS ADDITIONAL FEE PROPOSAL FOR THE MONTEBELLO
CAMPUS 2020 PROJECT .

THIS ADDITIONAL FEE IS BASED ON PROVIDING LANDSCAPE CONSTRUCTION DOCUMENTS FOR THE
INCREASE IN SCOPE TO EXPAND THE UPPER EVENT LAWN AREA, ADD A SYNTHETIC TURF AREA
BETWEEN THE LAKE AND CART PATH TO THE SOUTH WEST OF THE CLUB HOUSE AND REPLACE
THREE PINE TREES WITH A SPECIES OF MORE INTEREST, FITTING TO THE DESIGN AND MINIMAL
LITTER.

OUR ADDITIONAL FEE FOR THE REVISED SCOPE OF WORK SHALL BE TWO THOUSAND THREE
HUNDRED AND NINETY-TWO DOLLARS (\$2,392.00).

CONSTRUCTION PLANS:

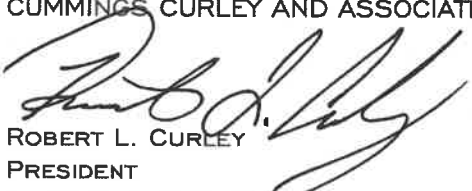
PRINCIPAL 14.5 HRS. @ \$165.00 \$2,392.00

TOTAL FEE: \$2,392.00

IF THE DESCRIPTION OF WORK PRESENTED HEREIN IS AGREEABLE, PLEASE CUMMINGS CURLEY AND
ASSOCIATES WITH A FORMAL AGREEMENT FOR SIGNATURE.

OFFERED BY,

CUMMINGS CURLEY AND ASSOCIATES, INC.


ROBERT L. CURLEY
PRESIDENT
LANDSCAPE ARCHITECT

1700 PACIFIC COAST HIGHWAY, SUITE C, SEAL BEACH, CALIFORNIA 90740
TEL. 562.424.8182 • FAX 562.424.8181 • WWW.CUMMINGSCURLEY.COM
ESTABLISHED 1970

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AMENDMENT NO. 4

**TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 4") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of February 28, 2024 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 2 to the Agreement, dated August 1, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No.3 to the Agreement, dated August 23, 2023, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 4 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

Exhibit "A-1": Proposal Dated September 15, 2023 - Engineering Design for ADA upgrade and pavement rehabilitation for Via San Clemente for **\$25,410.**

Exhibit “A-2”: Proposal Dated November 21, 2023 - Los Angeles County Department of Health Coordination, Via San Clemente Storm Drain Improvements, signing and striping plan, and Revised Topgolf Drive connection to Via San Clemente to a PCC apron for **\$15,000** dated November 21, 2023.

Compensation for the expanded scope of work contemplated in this Amendment No. 4 shall be as follows:

“City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 4 (Attachment “B”), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **Forty Thousand Four Hundred and ten dollars (\$40,410)**; unless a different amount is specifically approved in advance in writing by City.”

SECTION 2. EFFECT. Except as expressly modified by this Amendment No.4, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 4 shall- constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No.4 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No.4.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No.4 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 4 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No.4 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

By: _____
Raul Alvarez, City Manager

CONTRACTOR
("CONTRACTOR")

By: _____

Name: _____

Title: _____

ATTEST:

Christopher Jimenez, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

Exhibits:

- Exhibit "A-1" – Proposal Dated September 15, 2023 – Engineering Services for Via San Clemente Paving
- Exhibit "A-2" – Proposal Dated November 21, 2023 – Engineering Services for Lake Fill Coordination and Via San Clemente (storm drain, driveway, and striping plan)



September 15, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #26 – Engineering Services for Via San Clemente Paving

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente, starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$24,200. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$24,200 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #26, Engineering Services for Via San Clemente Paving - \$25,410.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

September 14, 2023

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization AWA #7 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #7 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jephtha Brander', is written over the printed name and title.

Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 1 of 3

September 14, 2023

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization #7 (AWA) is for additional survey and engineering coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Field Topography

DRC will perform additional field topography on Via San Clemente. This topography will include sections approximately every 25' linear feet across the existing roadway. Field topography will be sufficiently detailed to perform an engineering review of existing pedestrian routes to determine areas of non-compliance with current guidelines and be utilized to establish existing roadway design grades and drainage. New surface features designed (if constructed) as part of golf course rehabilitation project will be "As Built" for incorporation into project plans. The field survey will then be processed into CAD files for design purposes. NOTE: it is understood prevailing wage will be paid to field survey crew.

Via San Clemente Roadway Maintenance Plans

DRC will prepare roadway maintenance plans for necessary pavement rehabilitation of Via San Clemente. It is understood this is maintenance of existing roadway and a SWPPP will not be required, GC to implement standard construction erosion control BMPs. The existing curb and gutter will be maintained for street drainage and no upgrades for green street design. Plans will be plan view only (no profiles) with centerline & right-of-way based on record street drawings. Portions of the existing walk will be removed and re-constructed to conform to current accessible guidelines. Existing driveways will be maintained at existing location. Plans will be prepared at no less than 1"=40' with necessary ADA blow-up details prepared at no less than 1"=10'.

Construction Support & Site Visits

Assist the Client, Architect, and General Contractor in clarifying the intent of the Project Plans and to resolve construction issues in the field. Respond to RFI's on the project, in writing, and distribute to the Project Team. As necessary, prepare plan revisions or details to facilitate completion of the work. Attend Pre-Construction Meeting and Construction Progress Meetings, as directed by the Client. At the direction of the Client, DRC's Project Manager or Project Engineer will visit the Site to make observations of the improvements and their conformance with the Project Plans, or, to resolve construction issues in the field. This task does not constitute inspection or certification of construction on the part of DRC. Task assumes 20 staff hours including two (2) site visits.

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 2 of 3

September 14, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.
- SWPPP
- Storm water quality
- Street re-configuration
- Construction staking (available from DRC by request)

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Field Topography	\$6,900
Roadway Maintenance Plans	\$12,000
Construction Support	\$4,100
Subtotal	\$23,000
Reimbursables	\$1,200
Total	\$24,200

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 3 of 3

September 14, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____
End of Proposal

Date: _____



November 21, 2023

City of Montebello
Ms. Rita Montalvo
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

**RE: Amendment #27 – Engineering Services for Lake Fill Coordination and Via San Clemente Plan
Additional Scope**

Dear Ms Montalvo,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to Engineering coordination for lake fill and additional work outside the scope for the Via San Clemente paving plans.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$15,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$15,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #27, Engineering Services for Via San Clemente Paving - \$15,750.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

November 20, 2023

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization AWA #8 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #8 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional effort not currently covered under the original contract or previous additional services. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jephtha Brander', is written over the printed name.

Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 1 of 3

November 20, 2023

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization #8 (AWA) is for additional engineering design and coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Los Angeles County Department of Health Coordination

In Mid-October LADPH conducted a site visit with the general contractor and would not allow commencement of lake fill utilizing reclaimed water. This was an unforeseen change by the department on a project critical path to start watering processes for the golf course. DRC coordinated with department and water agency to fully understand the agencies' concerns. DRC prepared exhibits for agency review to illustrate the lake interaction in a high storm (lake inundated to flood level) with water agency features. DRC provided exhibits to the golf contractors to construct the necessary lake fill design features to satisfy agency concerns while maintaining the general overall design aesthetic of the golf course. DRC led an on-site meeting with stakeholders and contractors to ensure all issues were satisfactorily addressed and a clear plan to move forward was understood by all attendees and the lake was allowed to be filled in a timely manner.

Via San Clemente Storm Drain

At the request of stakeholder's input DRC implemented the request to add additional catch-basin inlets and necessary storm drain. This request was in response to hotel operator noting to city staff the existing catch basins located near the front of the Home 2 Suites hotel are routinely inundated in small rain events due to the extensive area south of the catch basins tributary to the existing inlets. Based on the field walk with city staff it was agreed additional catch basins were justified. The catch basins size would be based on simple aerial estimation of tributary area due to long-term planned changes of the up-hill area and desire not to further increase scope of work on Via San Clemente. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Via San Clemente Revisions

During this field walk city staff indicated a desire to revise the "As-Built" connection of Top Golf Drive to Via San Clemente to a PCC apron for better durability and this was incorporated into street plans. City staff also requested DRC prepare an engineer's estimate of work with several bid alternative's itemized on the plans for the GC to break out to allow city staff to determine best utilization of funding. During the field walk with stakeholders, the changes to Via San Clemente were discussed and it was determined a signing and striping plan would be necessary to re-stripe Via San Clemente to fit with owner/operator vision of the overall golf campus. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 2 of 3

November 20, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
LACO DPH Coordination	\$6,000
Via San Clemente Storm Drain	\$5,500
Via San Clemente Plan Additions	\$3,500
Subtotal	\$15,000
Total	\$15,000

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 3 of 3

November 20, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____
End of Proposal

Date: _____



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

DATE: February 28, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the City Managers report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Departments Men's and Women's locker rooms; and
3. Authorize the City Manager by a four-fifths (4/5) vote of the City Council, to execute professional service agreements with Pro Ceramic Tile, Mr. Rooter Plumbing, and Premier Wall Systems; for the repair of the Montebello Police Department at an estimated total cost of \$450,000; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$450,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The necessary emergency repairs, remediation work and purchases necessary to repair and rehabilitate the Police Department building are estimated to cost an aggregate amount of \$1,250,000. Previous budget amendments have been made to provide funding for the first two phases of this project. On August 23, 2023, City Council approved \$300,000 in funding to assist with initial remediation efforts (Account No. 100-

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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30-510-6040.60). An additional \$500,000 was provided via City Council action on November 8, 2023 (Account No. 100-80-840-7115).

The totality of work to bring the Police Department's first floor back into operational status will take nine to twelve months to complete. This includes flooring repairs, installation of new furniture and associated technology, rehabilitation of the locker rooms, painting, and other repair work. A project of this scope must be approached in a "phased" method with work needing to proceed in a logical order. In addition, there will be significant lead time for some equipment such as furniture and technology. The initial \$800,000 in funding has provided for floor, paint, drywall, plumbing and related improvements, as well as purchase of new lockers and furniture for the rehabilitated areas.

The third phase of the project will include rehabilitation of the men's and women's locker rooms and bathrooms -- the first such major repair work to these facilities in thirty years. In order to accomplish this work an additional \$450,000 is being requested (Account No. 100-80-840-7115). The recommended City Council action will approve agreements or increase not-to-exceed amounts on existing agreements with three vendors chosen to perform the next phase of work: Premier Wall Systems, Mr. Rooter Plumbing and Pro Ceramic Tile. The expenses will be recorded in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements). As work progresses, and additional purchase orders are approved, Staff will monitor the budget in this account and recommend additional budget adjustments if necessary.

BACKGROUND/DISCUSSION:

The winter of 2021-2022 saw excessive amounts of rain throughout Southern California. The large amount of rain caused severe intermittent flooding on the northeast area of the first floor of the City's Police Building (i.e., the area off Victoria Avenue, near the Los Angeles County library building). During the month of March 2022, hallway walls were being prepared for painting as part of routine maintenance and renovation work in the building. During the wallpaper removal, prior to painting, mold was discovered on the walls on the first floor of the Police Building.

The City -- through its insurance company -- engaged an Industrial Hygienist to perform testing of the building to ensure the mold had been eliminated after initial remediation efforts were completed. The industrial hygienist took additional tests to ensure the air was clean and safe on the first floor. On June 28, 2023, the Industrial Hygienist issued a final report indicating the air samples taken were clean and safe. In response to the air assessments and final report, the first floor was reopened with limited access. This limited opening allowed access to the shooting range and gym. The remaining areas of the first floor require additional repairs and rehabilitation of flooring, walls, and the locker rooms/bathrooms. Once these repairs are completed, the remaining areas of the first floor will be opened for use by Police Department staff.

On August 23, 2023, the Police Department submitted a report to City Council detailing the need to approve emergency repairs and remediation to the first floor of the Police Building. During this meeting, the City Council approved the work to move forward, approving \$300,000 in funding. In that time, staff has worked to repair a major broken

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

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pipe which was discovered to be the source of the water intrusion into the Police Building . During this repair, a “smoke test” was performed in order to trace the source and route of the water intrusion. The outcome was positive, and it is believed the subsequent repairs to plumbing corrected the issue of leaks and continued water damage. The other major tasks completed include removal of tile, carpet, wallpaper, and furniture. Additionally, drywall installation has been completed as well as painting throughout the first floor and polishing and finishing of the floors.

On November 8, 2023, Staff submitted an agenda report requesting funding for the second phase of the repair and remediation project. During this meeting, the City Council approved the work to move forward, along with \$500,000 in additional funding. The second phase included demolition and removal of the existing lockers, purchase of new lockers and cosmetic and technology updates to the briefing room.

The remaining repairs and maintenance work will address the following concerns:

- Officers unable to use the cot room to sleep prior to court appearance after working at night or an extended watch.
- Officers unable to use shower facilities due to current condition of the female and male locker rooms and shower areas.
- Re-establish the evidence room, currently located on another floor in a secured portion of the station.
- Re-establish use of the mat-room for training purposes.

ENVIRONMENTAL:

N/A

ANALYSIS:

The first floor of the Police Building is critical to the Police Department's functionality. It hosts the briefing room, locker rooms/bathrooms, shooting range, gym, Explorer meeting room, and Special Response Team's equipment and training room. These rooms are important to not only law enforcement operations but to community engagement efforts.

During the extensive mold remediation, most of the furniture was removed due to it being unsalvageable. Items like lockers, chairs, and tables saw severe water damage and could not be repaired or re-used. Many of the items were several decades old and were already in poor condition prior to the mold infestation. The furniture was deteriorated and no longer suitable or safe for employee use.

The Police Department has worked with staff from Public Works and the Division of Information Technology (DoIT) to gather quotes for the furniture and equipment that should be replaced. Additionally, Public Works has been assisting in the completion of the repairs, which includes painting, furniture installation and other cosmetic finishes.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 28, 2024

Page 4 of 5

The City is prepared to proceed with the emergency repairs and purchases required to bring the Police Building back to full operational use. Pursuant to Montebello Municipal Code (MMC) Section 3.20.140, the City Manager has the authority in cases of emergency “to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts....” Upon taking such action, the City Manager is required to provide a report to the City Council of such action at the next regular City Council meeting.

This agenda report provides such a notice and serves as a recommendation to approve the necessary contracts with the vendors needed to restore the Police Building to full operational use (i.e., Pro Ceramic Tile, Mr. Rooter Plumbing, and Premier Wall Systems). Cost estimates for the work to be performed by each vendor are as follows:

Premier Wall Systems – \$49,600
Mr. Rooter Plumbing - \$235,550
Pro Ceramic Tile – \$164,850
TOTAL -- \$450,000

Per the Municipal Code, approval of these contracts for this purpose requires a four-fifths (4/5) approval vote by the City Council. Given the exigent circumstances, it was prudent to engage the various vendors through the authority of MMC Section 3.20.140.

SUMMARY:

The City Council is being asked to receive and file the City Manager’s report regarding the emergency repairs required to bring the Police Building back to full operational use. Additionally, the City Council is being asked to authorize the City Manager to approve agreements with Pro Ceramic Tile, Mr. Rooter Plumbing, and Premier Wall Systems in a total aggregate amount not-to-exceed \$450,000 for the required and necessary remediation repairs and purchases (see "Analysis" section above for contract amounts per vendor detail). Approval of these contracts -- by a four-fifths (4/5) vote of the City Council -- is accomplished by utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140.

Approval of the contracts noted above requires amending the Fiscal Year 2023-24 budget by increasing appropriations by \$450,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements).

ATTACHMENT(S)

1. Attachment A - Pro Ceramic Tile First Floor
2. Attachment B - Premier Wall Systems First Floor
3. Attachment C - Mr. Rooter First Floor

NEXT STEPS:

N/A

PRO CERAMIC TILE
 6437 BUCKTHORN AV.
 RANCHO CUCAMONGA, CA
 91701
 Insured / Lic. #696369
 (909) 936-0729

Estimate #

1530

Name / Address
CITY OF MONTEBELLO JAMES COINER 1700 WEST VICTORIA AVE. MONTEBELLO, CA. 90640-3932

Job Address	Terms	Due Date	Job
1600 WEST BEVERLY BLVD. MONTEBELLO, CA 90640	Due on receipt	10/7/2023	POLICE STATION SHOWERS
Job Description			Total
Removing the existing Tile from shower wall, Bathrooms walls, Ceiling and floors, wainscot wall tile and counter tops.			15,000.00
SHOWER PAN INSTALLATION: 11 Units or showers 4x3.5 size hot mop.			4,000.00
Shower Tile Installation: (Men) Installation of water proof paper or membrane, installation of metal lath 2.5, installation of scratch coat, installation of tile 12x24, the installation will be made on Normal straight layout or Offset pattern, sqf. to install 1150 sqf.			41,400.00
WAINSCOT WALLS: (Men) Installation of Porcelain tile 12x24, the installation will be made over the new drywall (no floating or concrete installation), the installation will be made on straight layout or offset pattern sqf. to install 580 sqf.			11,000.00
BATHROOM FLOOR: Installation of Porcelain tile 12x24 or Mosaic tiles, the installation will be made over the existing slab of concrete, tile will be set on Normal straight layout or offset pattern, sqf. to install 740 sqf.			5,200.00
Vanity Slab fabrication : (Men) Installation of granite counter top or Quartz slab, with Myter edge detail, with 4 inches backsplash and 3 or 4, 3 sides, cut out overmount sinks.			2,750.00
Antifracture membrane (Men) 30 lineal foot			200.00
Shower Tile Installation (Women) Installation of water proof paper or water proof membrane, installation of metal lath 2.5, installation of scratch coat, installation of mortar bed all shower areas, tile will be install on Normal straight layout or Offset Pattern, sqf. to install 1150 sqf.			41,400.00
WAINSCOT WALLS: (women) Installation of Porcelain tile 12x24, the installation will be made on Normal Straight layout or Offset Pattern sqf. to install 580 sqf.			11,000.00
BATHROOM FLOOR: Installation of Porcelain tile 12x24 or mosaic tile, the installation will be made over the existing slab of concrete, tile will be set on Normal straight layout or Offset Pattern, sqf. to install 740 sqf.			5,200.00
Thank you for your business.		Total	

Signature _____

PRO CERAMIC TILE
 6437 BUCKTHORN AV.
 RANCHO CUCAMONGA, CA
 91701
 Insured / Lic. #696369
 (909) 936-0729

Estimate #

1530

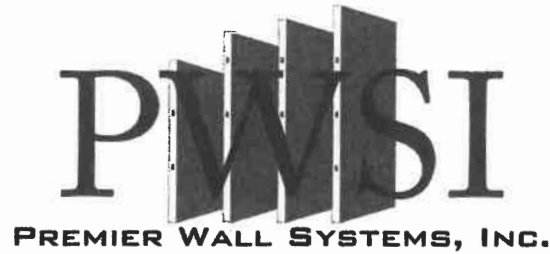
Name / Address

CITY OF MONTEBELLO
 JAMES COINER
 1700 WEST VICTORIA AVE.
 MONTEBELLO, CA. 90640-3932

Job Address	Terms	Due Date	Job
1600 WEST BEVERLY BLVD. MONTEBELLO, CA 90640	Due on receipt	10/7/2023	POLICE STATION SHOWERS
Job Description			Total
Vanity Slab fabrication: Installation of Granite slab or Quartz slab with Myter edge detail, 4 inches back splash 3 sides. with 3 or 4 cut out Overmount sinks,			27,500.00
Antifracture Membrane Installation: 30 lineal foot			200.00
NOTE: No tile, No granite slabs or Quartz slabs, City of Montebello will supply also Schluter profile for cove base (sanitation profile) and profile to finish the edge and wainscot wall.			
Thank you for your business.			
Total			\$164,850.00

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and

Signature _____



October 26, 2023

City of Montebello

Project: Men's and Women's Locker Room

PWSI respectfully submits the following proposal to include all materials, labor, equipment, cleanup, and appropriate insurances to complete the following scope of work per plans dated.

TI

1. Bid per job walk
2. Men's 153 lf of wall. 2' of DuraRock and 6' of Drywall.
3. Women's 153 lf of wall. 2' of DuraRock and 6' of Drywall.
4. Walls 8' AFF
5. Reframe 2 plumbing access opening.
6. Patch and repair ceiling do to demo or trade damage.
7. Access panel provided and installed by city.

Total \$49,600

Add alternate for T&M to reframe any damage metal studs to Demo hour rate \$110

Excludes: Wood backing, and support system for acoustical ceiling.

We look forward to working with you on this project and offer our ultimate efforts for timely and successful completion.

Respectfully,
 Sebastian Alvarez
 Cell 909 208-1205
 sebastian@premeirws.com



Proposal

Proposed To: City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640 Attn: James Coiner Phone: 909-736-8889 Email: JCoiner@cityofmontebello.com	Service Location: Montebello Police Department 1600 W. Beverly Blvd. Montebello, CA 90640	Date October 14, 2023
--	---	---------------------------------

Mr. Rooter Plumbing proposes the following work to be done at the above address:

1. Replace above ground exposed water, waste and vent piping serving mens and womens locker room fixtures.
2. Replace 5-toilets, 5-toilet seats, 5-wax rings and bolts, 5-sloan valves serving toilets, 5-sloan valves serving urinals, 5-urinals, 8- angle stops, 4-sinks, 4- Delta single handle bathroom sink faucets and 8-shower valves serving mens locker room restroom.
3. Replace 5-mens urinal screens, 4-regular mens restroom toilet partitions, 1-handicap mens restroom partition in mens locker room restroom.
4. Replace 5-toilets, 5-toilet seats, 5-wax rings and bolts, 5- sloan valves serving toilets, 8-angle stops, 4-sinks, 4- Delta single handle bathroom sink faucets and 3-shower valves in womens locker room restroom.
5. Replace 4-regular womens restroom toilet partitions and 1-handicap womens restroom toilet partition in womens locker room restroom.

Includes:

- All labor and material needed to complete above scope of work.

Excludes:

- Permits and fees of any kind
- All unforeseen
- Anything not listed above

This proposal cost is based on normal working hours Monday-Friday, weather permitting non-holiday

Total: **\$145,065.56**

All unforeseen to be charged accordingly and must be approved by client.

ACCEPTANCE OF WORK PROPOSED

Payments to be made as follows: 100% upon completion.

When proposal is signed by Mr. Rooter Plumbing and Customer, this document will constitute a firm and binding agreement between both parties hereto for all labor, equipment and materials, as stated above. Mr. Rooter Plumbing may withdraw this proposal without notice, if this offer is not accepted within 30 days. Time is of the essence, and the life of this proposal cannot be extended by any reliance or action of Customer without the prior written consent of Mr. Rooter Plumbing.

Respectfully Submitted:

Acceptance Signature:

1

Mr. Rooter Plumbing
 PO Box 3735 Montebello Ca, 90640
 Phone: (323) 721-1243 Fax: (323) 721-5330
 Email: diazmrrooterplumbingsg@gmail.com

Joe Diaz

Mr. Rooter Plumbing



ITEM # 15

**APPROVAL OF MINUTES: JANUARY 10, 2024, CITY COUNCIL AND SUCCESSOR
AGENCY MEETING; JANUARY 10, 2024, CITY COUNCIL MEETING;
JANUARY 24, 2024, CITY COUNCIL MEETING**



**CITY OF MONTEBELLO
CITY COUNCIL AND SUCCESSOR AGENCY
JOINT REGULAR MEETING**

MINUTES

WEDNESDAY, JANUARY 10, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor/Chair Peralta called the City Council and Successor Agency Meeting to order at 6:02 p.m. concurrently with the City Council Regular Meeting.

ROLL CALL

Members present were Mayor/Chair Peralta, Mayor Pro Tem/Vice-Chair Melendez, Councilmember/Member Jimenez, Councilmember/Member Tamayo, and Councilmember/Member Torres. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney/Successor Agency Attorney Arnold Alvarez-Glasman, City Manager/ Executive Director Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez, Department Directors: Michael Solorza, Adrianna Kendricks, David Sosnowski, Acting Director Rita Montalvo, and Police Chief Paul Espinosa were present.

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Boys and Girls Scout Troop #33.

PUBLIC COMMENTS ON NON-AGENDA AND 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/Successor Agency 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/Successor Agency 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/Chairperson and City Council/Successor Agency.

None.

REGULAR BUSINESS

1. **ADOPT SUCCESSOR AGENCY RESOLUTION NO'S. 24-01 AND 24-02 APPROVING FISCAL YEAR 2024-25 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 24-25)**

RECOMMENDATION: It is recommended that the City Council and Successor Agency:

1. Approve Successor Agency Resolution No. 24-01 adopting the Fiscal Year 2024-25 Recognized Obligation Payment Schedule (ROPS 24-25); and
2. Approve Successor Agency Resolution No. 24-02 adopting the Successor Agency's administrative budget for the 2024-25 Fiscal year; and
3. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
4. Take such additional, related action that may be desirable.

Councilmember/Member Torres motioned, seconded by Councilmember/Member Tamayo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR - NONE

PUBLIC COMMENTS - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 24, 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, January 7, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Councilmember/Member Tamayo motioned, seconded by Councilmember/Member Torres, to adjourn the meeting at 9:26 p.m.; the motion passed unanimously.

THE MINUTES OF JANUARY 10, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF FEBRUARY 2024.

DRAFT



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 10, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Tamayo, and Councilmember Torres. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez, Department Directors: Michael Solorza, Adrianna Kendricks, David Sosnowski, Acting Director Rita Montalvo, and Police Chief Paul Espinosa were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session item.

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.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Navarro vs. City of Montebello, et al.

Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 6:51 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and direction was provided to the City Attorney's Office; nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Boy/Girl Scout Troop #33

Schurr High School Band performed the national anthem.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS**2. CITIZEN OF THE MONTH - ALBERT RUBACOB**

Mayor Peralta presented the item.

3. HUMAN TRAFFICKING AWARENESS MONTH

Mayor Peralta presented the item.

4. RECOGNITION OF RETIRING K-9

Police Chief Espinosa presented the item.

5. RECOGNITION OF LOS ANGELES MUAY THAI ATHLETES

Mayor Peralta presented the item.

6. TREEPEOPLE PRESENTATION

Mario Dagonel, Senior Manager of Community Organizing, and Bryan Vejar, Senior Manager of Arboricultural Training and Education, provided a presentation on the TreePeople Organization. The presentation included project plans, projects that they completed with other cities, the importance and benefits of having trees, the types of trees, and the goals for the City.

Mayor Peralta thanked TreePeople for the informative presentation.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments –

Continued”, after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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

The City Clerk’s Office acknowledged fourteen(14) members of the public wishing to address the City Council. Speakers were provided two minutes to address the City Council, and said speaker cards are on file at the City Clerk’s office.

Mayor Peralta asked City Manager Alvarez to direct staff to contact Vincent Chavez regarding his claim.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

7. REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and designate a member of the City Council as the alternate; and
4. Take such additional, related, action that may be desirable.

The Council reviewed and discussed appointments to the various boards; the following appointments were made:

Organization	Delegate	Alternate
County of Los Angeles Sanitation Districts	Peralta	Melendez
Los Angeles County City Selection Committee	Peralta	Melendez
San Gabriel Valley Council of Governments	Jimenez	Torres
Capital Projects Committee - Alameda Corridor East (ACE)	Torres	Jimenez
Gateway Cities Council of Governments	Tamayo	Jimenez
Independent Cities Association	Melendez	Jimenez
Montebello Chamber of Commerce	Tamayo	Torres
League of California Cities	Torres	Peralta
Los Angeles County Vector Control District	Avik Cordeiro	
Southeast Area Animal Control	Peralta	Jimenez
Southern California Association of Governments	Peralta	Melendez

Councilmember Torres motioned, seconded by Councilmember Melendez to approve the appointments to the Regional Boards; the motion was approved unanimously.

The Council reviewed and discussed appointments to the Ad Hoc; the following appointments and recommendations were made:

Ad Hoc	Delegate	Alternate
Ashiya Sister City Association	Peralta	
Stepanarkert Sister Association	Melendez	
Innovating Commerce Serving Communities Ad Hoc	Peralta	Melendez
Joint School District Ad Hoc	Torres	Tamayo
Streets Ad Hoc	Dissolved	
Washington Goldline Coalition	Torres	
Financial Reporting Ad Hoc	Dissolved	
Adventist White Memorial Ad Hoc	Melendez	Torres

Mayor Peralta recommended dissolving the Streets Ad Hoc because she believes that the Ad Hoc has historically caused issues. She further stated that she's received comments from residents stating that Councilmembers were only selecting streets that were in their district. She further suggested establishing an ordinance or policy, to determine street prioritization through a data driven process.

Mayor Peralta motioned, seconded by Councilmember Torres to dissolve the Streets Ad Hoc; the motion was approved unanimously.

Councilmember Torres suggested dissolving the Financial Ad Hoc. He further stated that with the assistance of the Assistant City Manager Salazar and Finance Director Solorza the Council has met the purpose of the Ad Hoc to ensure that Financial Reports are posted for the public view.

Councilmember Torres motioned, seconded by Mayor Peralta to dissolve the Financial Ad Hoc; the motion passed unanimously.

Mayor Pro Tem Melendez recommended creating an Ad Hoc with Adventist White Memorial, seconded by Councilmember Jimenez to create the Ad Hoc, the motion passed unanimously.

Mayor Pro Tem Melendez requested to be the delegate, Councilmember Torres requested to be the second delegate; the appointments were approved unanimously.

City Manager Alvarez stated that the City would like to create a scope to identify the roles and needs of the community.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo to approve all the appointments to the Ad Hoc; the motion passed unanimously.

8. ADOPTION OF URGENCY ORDINANCE NO. 2472 AND INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2473 AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2472 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
2. Introduce and conduct a first reading, with waiver of a full reading, of Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
3. Provide direction to bring the Ordinance back for a second reading and adoption at the next regular City Council meeting; and
4. Take such additional, related, action that may be desirable.

City Manager Alvarez provided a presentation of the item, which included a brief history, new changes, rules and responsibilities, and procedures.

City Manager Alvarez requested the following changes to the Urgency Ordinance: (1) Update the year from "2020-2020" to "2020-2021"; (2) Update the list of participants from "City Engineer" to "Public Works Director and/or City Engineer"

Councilmember Tamayo asked for clarification regarding how residents can report concerns or issues.

City Manager Alvarez provided clarification.

Mayor Pro Tem Melendez asked for clarification regarding the need to approve an Urgency Ordinance and a regular Ordinance.

Mayor Peralta spoke in favor of the Ordinances.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to adopt Urgency Ordinance No. 2472; the motion passed by them following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

Councilmember Torres motioned, seconded by Mayor Peralta, to approve the first reading of Ordinance No. 2473; the motion passed unanimously.

9. **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the Ordinance, and the motion passed unanimously.

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.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the consent calendar.

10. **WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2470 ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO AND CITY SEAL ADOPTED AND ADDED" (PREVIOUSLY LISTED AS ORDINANCE NO. 2467)**

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2470 (Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010 (previously listed as Ordinance No. 2467); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

11. **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4170 with Gallatin Investigations, LLC (Gallatin) in an amount that shall not exceed \$150,000; and
2. Approve Agreement No. 4168 with Travis Investigations (Travis) in an amount that shall not exceed \$225,000; and
3. Approve Agreement No. 4169 with TruView BSI, LLC (TruView) in an amount that shall not exceed \$225,000; and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

12. **REQUEST TO INCREASE ANNUAL BLANKET PURCHASE ORDER AMOUNT WITH CDW-G FOR FISCAL YEAR 2023-24 FOR PURCHASE OF CRITICAL PUBLIC SAFETY HARDWARE**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the annual blanket purchase order amount with CDW-G from \$50,000 to \$175,000 during Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

13. **RECEIVE AND FILE MONTEBELLO BUS LINES INTENT TO TRANSFER FISCAL YEAR 2017-18 LOW CARBON OPERATION PROGRAM (LCTOP) FUNDS TO THE CITY OF PASADENA AND AUTHORIZE STAFF TO CLOSE OUT THE GRANT**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File Montebello Bus Lines (MBL) intent to transfer Fiscal Year 2017-18 Low Carbon Operation Program (LCTOP) funds, for the amount of Four Thousand, Three Hundred and Ninety Dollars (\$4,390) to the City of Pasadena and authorize staff to close out the grant; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

14. **AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION FOR HYDROGEN FUEL CELL ELECTRIC BATTERY BUSES AND TRANSIT FACILITY HVAC UPGRADE PROJECTS**

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of Nine Million Nine Hundred and Eleven Thousand Four Hundred and Fifty-Three Dollars (\$9,911,453) in Federal grant funds awarded by the Federal Transit Administration (FTA) for

Hydrogen Fuel Cell Electric Buses (FCEBs) and Transit Facility Heating, Ventilation, and Air Conditioning (HVAC) upgrade projects; and

2. Amend the Fiscal Year 2023-24 budget to appropriate Three Million Five Hundred Ninety-Seven Thousand, Three Hundred and Seventy-Five Dollars (\$3,597,375) in Account No. 270-9065-2023-202-6082 for three FCEB purchases and Six Million Three Hundred Fourteen Thousand and Seventy-Eight Dollars (\$6,314,078) in Account No. 270-9065-2023-202-7115 for facility renovation projects; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

15. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3698 WITH PCAM, LLC DBA "PARKING COMPANY OF AMERICA" TO EXTEND PROFESSIONAL SERVICES NECESSARY FOR THE METROLINK RAIL FEEDER SHUTTLE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3698 with PCAM, LLC dba "Parking Company of America" (PCA), to extend professional services necessary for the Metrolink Rail Feeder Shuttle Services for year two of the three (3) additional one-year (1) terms authorized under the original agreement with compensation of an amount not-to-exceed Five Hundred Twenty Thousand, Five Hundred and Six Dollars (\$520,506); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

16. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3326 WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3326 with Redflex Traffic Systems, Inc. DBA "Verra Mobility Systems" for Red Light Photo Enforcement Program; and
2. Authorize the City Manager to execute the Amendment to the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

17. AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS FOR ALL PROGRAMS FOR WHICH THE CITY OF MONTEBELLO IS ELIGIBLE AND APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2202 WITH MCA CONSULTANTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-03 (Attachment A) Authorizing Submittal of Individual Grant Applications for All Programs for which the City of Montebello is Eligible; and
2. Approve Amendment No. 2 (Attachment B) to Agreement No. 2202 with MCA Consultants for the implementation and monitoring of the SB 1383 Grant Program; and
3. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$90,000 in (Expenditure) Account No. 265-3020-6040.10 (Grants, SB 1383, Contract Services Outside Contracts) and \$90,000 in (Revenue) Account No. 265-99-498.87 (Grants, SB 1383 Org Waste); and,
5. Authorize to increase Solid Waste Program Management Services with MCA Consultants in the amount not-to-exceed \$195,000; and
6. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

18. AUTHORIZE ISSUING A REQUEST FOR PROPOSAL (RFP) NO. 24 – 9 FOR THE SERVICE, REPAIR, AND MAINTENANCE OF EMERGENCY GENERATORS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposal (RFP) No. 24 – 9 for the service, repair, and maintenance of ten (10) Emergency Generators; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

19. **APPROVAL OF MINUTES: OCTOBER 17, 2023, SPECIAL CITY COUNCIL MEETING; OCTOBER 25, 2023, CITY COUNCIL MEETING; OCTOBER 26, 2023, SPECIAL CITY COUNCIL MEETING; NOVEMBER 8, 2023, CITY COUNCIL MEETING; NOVEMBER 13, 2023, JOINT SPECIAL CITY COUNCIL AND PLANNING COMMISSION MEETING; NOVEMBER 22, 2023, CITY COUNCIL MEETING; DECEMBER 13, 2023, CITY COUNCIL MEETING**

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

20. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 10, 2024**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-02 approving the Warrant Register dated January 10, 2024.

Mayor Pro Tem Melendez, seconded by Councilmember Jimenez to approve the item, the motion passed unanimously.

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).

Mayor Pro Tem Melendez stated that he attended the Contract Cities Legislative Tour in Sacramento to discuss the potential impacts of new legislative laws.

Mayor Peralta stated that she visited Santana Row with Adventist White Memorial Representatives.

Councilmember Torres stated that he also visited Santana Row with Adventist White Memorial Representatives.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

The City Clerk's Office acknowledged three(3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

- **Salvador Melendez, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**
 1. Request for council consensus to allocate funds for the purchase and installation of drug disposal bins at the Police and Fire Department.
 2. Request for council consensus directing staff to create an ordinance establishing a registry of vacant commercial spaces, and mechanisms to promote their maintenance.
 3. Request for council consensus directing staff to create an ordinance to regulate the parking of oversized and commercial vehicles, and unattached trailers.
 4. Request for council consensus directing staff to draft a resolution calling for a ceasefire in the Gaza-Israel conflict.

4. Councilmember Torres provided a brief statement to express the need to draft a Resolution calling for ceasefire in Gaza-Israel; consensus was received.

1. Councilmember Torres provided a brief statement to express the need to allocate funds for the purchase of drug disposal bins; consensus was received.

2. Councilmember Torres provided a brief statement to express the need to make provisions for vacant commercial spaces more robust; City Manager Alvarez inquired if he was looking for a new Ordinance or requesting to change the existing Ordinance. Councilmember Torres stated that he was open to discussing the need to create or change the existing Ordinance to meet the needs.

3. Councilmember Torres provided a brief statement to express the need to draft an Ordinance regarding parking of oversize commercial vehicles; consensus received.

- **Scarlet Peralta, Mayor**
 1. Initiating the commencement of the 2024 Community Budgeting Process: requesting an online budget survey and conducting in-person community input meetings.
 2. Seeking council consensus to implement a mid-year budget amendment, aiming to increase funding for the expansion of our urban forestry initiatives.
 3. Requesting council consensus for the city to act as a contributing sponsor for the Montebello PAAL program.
 4. **Mayor Peralta's Welcome Baby Resource Event and Community Giveaway**
Saturday, January 27th, 2024
9:30 am -12:30 pm
More info: scarletmtb.com/baby2024

1. Mayor Peralta provided a brief statement to express the need to initiate the 2024 Community Budgeting Process; consensus received.

2. Mayor Peralta provided a brief statement to express the need to implement a mid-year budget amendment. Mayor Pro Tem Meledrez inquired about the total allocation. Mayor Peralta stated there was not. City Manager Alvarez stated that previously the City had allocated \$50,000, and it would be best for City to review the mid-year report and suggest an amount that would be appropriate; consensus was received.

3. Mayor Peralta provided a brief statement to express the need for the City to act as a sponsor for the Montebello PAAL program; consensus was received.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 24, 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, January 7, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned in the memory of Bradly Bryn Binder and Marge Villa. Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo to adjourn the meeting at 10:07 p.m.

THE MINUTES OF JANUARY 10, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF FEBRUARY 2024.

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**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

1/10/2024

TIME RECEIVED:

6:00 pm

SPEAKER'S FULL NAME:

Denise Hagopian

PHONE:

323-346-8575

(Optional)

ADDRESS:

Montebello Blvd.

(Optional)

ORGANIZATION REPRESENTED:

Montebello Rotary Club

NOTES:

Invitation to celebrate Rotary's 100th year anniversary.

ACCOMMODATIONS: _____

TRANSLATION NEEDED:

No ☐

Yes ☐

Language: _____

RECEIVED BY STAFF:

samantha

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD *NO SHOW*

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/10/2024 **TIME RECEIVED:** 6:01 pm

SPEAKER'S FULL NAME: Richard Adams **PHONE:** 323-322 422-4458
(Optional)

ADDRESS: 10th street
(Optional)

ORGANIZATION REPRESENTED: Montebello Rotary Club

NOTES: Invitation to celebrate Rotary's 100 year anniversary.

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: Samantha

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD NO SHOW

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/10/24 **TIME RECEIVED:** 5:10

SPEAKER'S FULL NAME: TINA GUIZAR **PHONE:** _____

(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

1-10-24

TIME RECEIVED:

5:57

SPEAKER'S FULL NAME:

Vincent

Chavez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

NO SHOW

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

1-16-24

TIME RECEIVED:

5:58

SPEAKER'S FULL NAME:

Susan Dunk

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

street trees

MEETING DATE: _____

TIME RECEIVED: _____

5:58

SPEAKER'S FULL NAME: _____

Vincent La Rocca

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

1-10-23

TIME RECEIVED:

6:00 PM

SPEAKER'S FULL NAME:

OZZIE LOPEZ

PHONE:

626-757-5339

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

MTB

BASEBALL & SOFTBALL

NOTES: _____

PARKS

SECURITY

&

IMPROVEMENTS

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 10 Jan 2024

TIME RECEIVED: 1803

SPEAKER'S FULL NAME: GREGORY GONZALEZ

PHONE: _____

(Optional)

ADDRESS: 3525 VIA SAN DELARRO MTB 90640

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: General Comments

MEETING DATE: 1/16/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hurtado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: SELF

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 1-10-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Paolisso **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: none

NOTES: Var King issue in South Montebello

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

11



CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 01-10-2024

TIME RECEIVED: 6:18

SPEAKER'S FULL NAME:

Rosa Tamayo

PHONE:

323-

724-6099

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. X 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** First AIR Event Public

MEETING DATE: 1/10/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Olaf Luerano **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

13



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

10 Jan 2023

TIME RECEIVED:

6:47 pm

SPEAKER'S FULL NAME:

MARGOT DALE Fickler

PHONE: _____

(Optional)

ADDRESS:

On record

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED:

No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

14

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: _____ TIME RECEIVED: _____

SPEAKER'S FULL NAME: Linda Niles PHONE: _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. #4

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: DAVID TORRES

CONCERN ORANGE

MEETING DATE: 1/10/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HURTADO

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: N/A

ACCOMMODATIONS: N/A

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

2

✓

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Orals

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

1/10/2024

TIME RECEIVED: _____

7:30

SPEAKER'S FULL NAME: _____

Ryda Hamida

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. CC orals

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

Ceasefire- David Torres Proposal

MEETING DATE:

1/10/24

TIME RECEIVED:

7:38

SPEAKER'S FULL NAME:

Alex Rocha

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

8

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Traffic Commission

MEETING DATE:

1/10/24

TIME RECEIVED:

5:58

SPEAKER'S FULL NAME:

Vincent La Rocca

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

Save-the-Date

Rotary  **100**
of Montebello

CENTENNIAL DINNER

Friday, April 19, 2024 - 6 PM
Quiet Cannon, Montebello CA

For information call: (323) 346-8575
or log on to: www.montebellorotaryclub.org

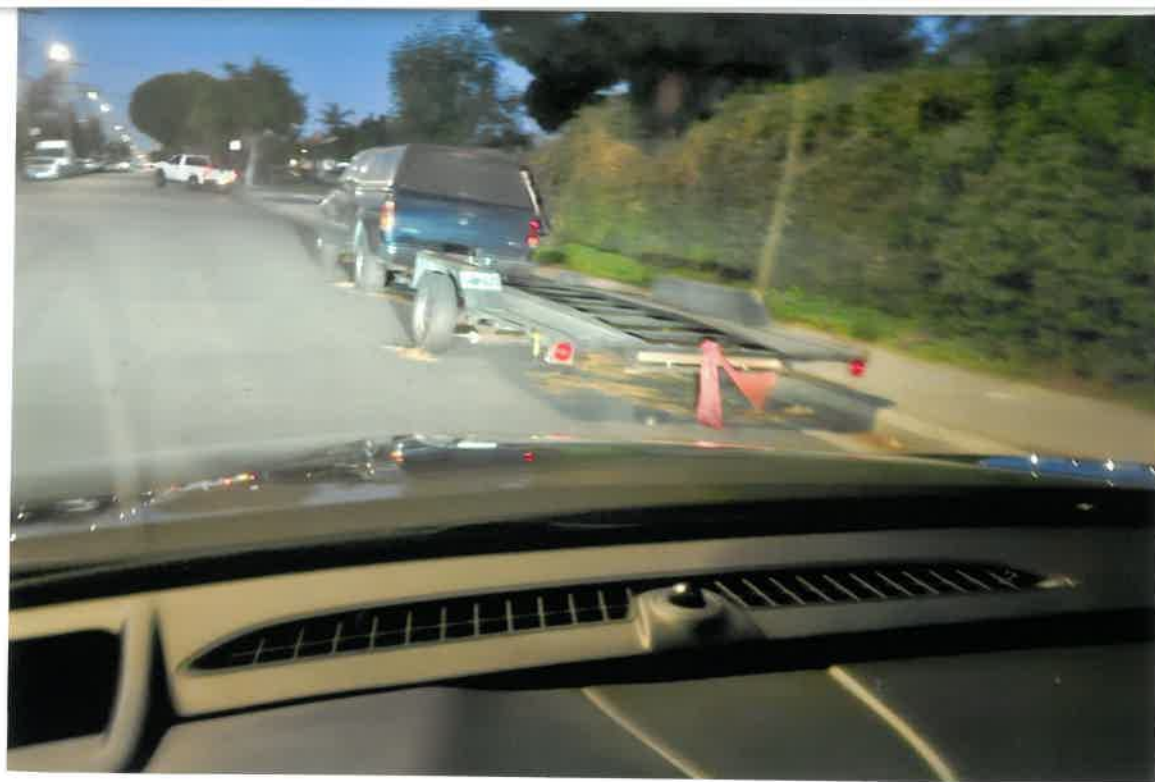
Advertising Opportunities Available for Centennial Dinner Book







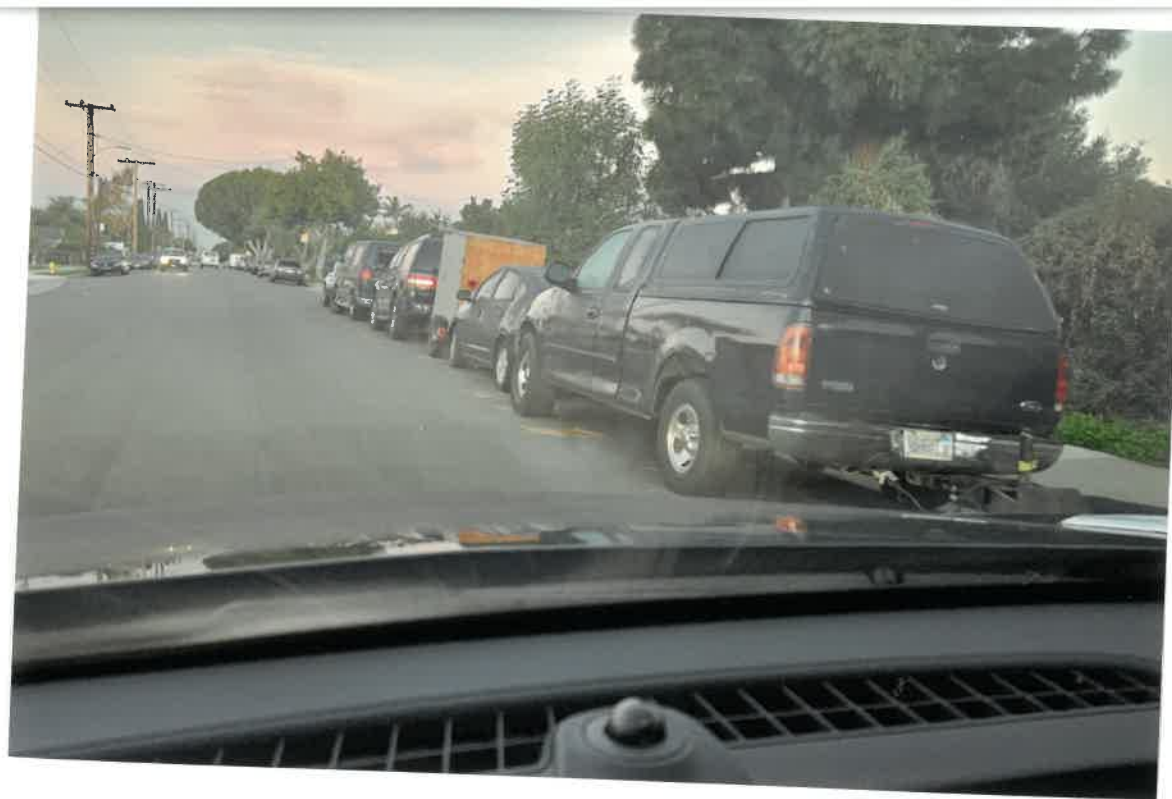


































CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 24, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Tamayo, and Councilmember Torres. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez; Department Directors: Michael Solorza, Joseph Palombi, Cesar Roldan, David Sosnoski, Chief Pelaez and Chief Espinosa were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item. He further stated that there was an item that came after the posting of the agenda that required immediate direction.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez to add Closed Session Item 1b.; the motion was approved unanimously.

Item No. 1b.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Montebello vs. Carl's Jr. Restaurants, LLC

Los Angeles Superior Court Case No. Case No. 2STCV44248

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.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session item and Item 1b:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Navarro vs. City of Montebello, et al.

Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 6:47 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to the City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; Item No. 1b, the City Council unanimously accepted the settlement that was offered by Carl's Jr. to reimburse the City a total of \$170,000, for payments made on behalf of a worker's compensation matter and directed the City Manager to execute the Settlement Agreement.

INVOCATION

Led by City Clerk Jimenez

PLEDGE OF ALLEGIANCE

Led by Councilmember Torres.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager announced the following changes to the agenda:

Item No. 4 was moved to the following meeting.

Item No. 6 was pulled from the Consent Calendar for a presentation by the City Treasurer Matanga.

Mayor Peralta changed the order of the agenda to the following:

- *Presentations*
- *Public Comments*
- *Item No. 8 will be pulled from the Consent Calendar for Council discussion.*
- *Regular Business*
- *Consent Calendar*

CEREMONIAL ITEMS/PRESENTATIONS

2. CARE SOLACE PRESENTATION

Anita Ward, Chief Growth Officer from Care Solace, provided a presentation on the trends.

Councilmember Torres asked about the calls they'd received, noting that some were members residing in different zip codes. He further asked about advertising on Montebello Buses and including pamphlets.

Assistant City Manager Salazar stated that the City has not advertised on the buses but has advertised through other outlets. However, the City does anticipate creating additional advertising materials.

Councilmember Torres asked about the services that have been provided to individuals without insurance.

Chief Growth Officer Ward stated that the program connects those individuals with cost-beneficial providers.

3. FIRE ACADEMY AND ORIENTATION PINNING

Presented by Mayor Peralta and Fire Chief Pelaez.

4. RECOGNITION OF NEW POLICE DEPARTMENT EMPLOYEES

This Item was moved to a future meeting.

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.

Mayor Peralta suggested decreasing the speakers' time to two minutes per individual to allow all speakers an opportunity to address the City Council. There were no objections from the Council to change the time.

The City Clerk's Office acknowledged twelve(12) members of the public wishing to address the City Council. Speakers were provided two minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez introduced the new Public Works Director, Cesar Roldan. He also announced the upcoming Budget Workshops and invited the community to participate. Lastly, he announced the upcoming Traffic and Safety Commission Meeting.

REGULAR BUSINESS**5. APPROVAL OF RESOLUTION NO. 24-05 SUPPORTING THE DESIGNATION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AS A CALIFORNIA HISTORICAL LANDMARK**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-05 Supporting the Designation of the Armenian Genocide Martyrs Monument as a California State Historical Landmark; and
2. Take such additional, related action that may be desirable.

Mayor Peralta reconvened the meeting at 8:47 p.m.

Director of Planning and Community Development Joe Palombi provided an overview of the item.

Councilmember Torres asked about the financial obligations for ADA access.

Director Palombi stated that there are no developmental changes to the site. Therefore, there were no financial obligations for ADA access.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

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.

Item No. 6 was pulled for a presentation by the City Treasurer, and Item No. 8 was previously discussed and approved.

Mayor Peralta pulled Item Nos. 11 and 14.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, that Items No. 7, 9, 10, 12, 13, and 15-18 be approved; the motion passed unanimously.

6. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2023 (Second Quarter of Fiscal Year 2023-24).

City Treasurer Matanga provided a presentation of the item.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

7. ADOPT RESOLUTION NO. 24-01 APPROVING THE ADOPTION OF CALIFORNIA LABOR CODE SECTION 3363.5 EXTENDING THE CITY OF MONTEBELLO'S WORKERS' COMPENSATION PROGRAM TO VOLUNTEERS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-01 Adopting California Labor Code Section 3363.5 Extending Coverage of Volunteers by the City of Montebello's Workers' Compensation Program.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

8. CONSIDER ADOPTION OF RESOLUTION NO. 24-06 FOR AN IMMEDIATE CEASEFIRE IN GAZA

RECOMMENDATION: It is recommended that the City Council:

1. Consider the adoption of Resolution No. 24-06 for an immediate ceasefire in Gaza; and
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged seventeen (17) members of the public wishing to address the City Council. Speakers were provided two minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

The Council spoke in support of the Resolution.

Councilmember Torres requested that the Resolution be updated to reflect the current number of deaths from 24,000 to 25,000.

Councilmember Torres motioned, seconded by Mayor Peralta, to approve the item; the motion passed unanimously.

Mayor Peralta announced a recess at 8:42 p.m.

9. **WAIVE THE SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"**

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

10. **AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS (RFP 24-10) FOR MASTER PLAN AND DESIGN OF PARK AT THE MONTEBELLO MUNICIPAL GOLF COURSE**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP 24-10) for Master Plan and Design of a Park at the Montebello Municipal Golf Course; and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

11. **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4174 FOR GOLF COURSE MANAGEMENT AND MAINTENANCE SERVICES (RFP NO. 24-1) TO TROON GOLF**

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4174 to Troon Golf for an amount not to exceed One Million Nine Hundred Forty-Six Thousand Four Hundred Seventy-Eight Dollars (\$1,946,478) for the initial year of a five-year (5-year) term for Golf Course Management, Maintenance and Operation Services at the Montebello Golf Course; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$1,946,478 in Account No. 610-99-6040.10; and
4. Take such additional, related action that may be desirable.

Mayor Peralta requested a presentation of the item.

Director of Parks and Community Services, David Sosnowski, provided an overview of the item.

Mayor Peralta motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

12. **ADOPT RESOLUTION NO. 24-07 AUTHORIZING THE CITY MANAGER TO EXECUTE THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES) EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AGREEMENT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-07 authorizing the City Manager to execute the California Office of Emergency Services (Cal OES) Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program Application; and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

13. APPROVE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT PROGRAMS DIRECTORATE (GPD) FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM (AFG)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant application to the Federal Emergency Management Agency (FEMA) Grant Programs Directorate (GPD) Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Grant; and
2. Take such additional, related, action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

14. APPROVE SUBMISSION OF A GRANT PROPOSAL APPLICATION FOR THE LISTOS CALIFORNIA (LC) COMMUNITY EMERGENCY RESPONSE TEAM (CERT) SUPPORT GRANT PROGRAM ADMINISTERED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal-OES)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of a grant proposal application to the California Office of Emergency Services (Cal-OES) for the Listos California (LC) Community Emergency Response Team (CERT) Support Grant Program ; and
2. Take such additional, related action that may be desirable.

Mayor Peralta requested a presentation of the item.

Fire Chief Pelaez provided an overview of the item.

Mayor Peralta motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

15. APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (CAL ICH) ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 3, ROLLING APPLICATION (ERF-3-R)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant proposal for the Notice of Funding Availability (NOFA) for the California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R); and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

16. WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2473 AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second and Adopt Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties, and responsibilities of commission members; and
2. Take such additional, related, action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

17. AWARD A PROFESSIONAL SERVICES AGREEMENT FOR ADMINISTRATION OF HOME/CDBG PROGRAMS (RFP NO. 24-4)

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Services Agreement to Advanced AVANT-GARDE Corporation ("Avant Garde") in an amount not-to-exceed \$276,760 over the course of a two (2) year term for Professional Support Services for the Administration of HOME/CDBG Programs; and
2. Authorize the City Manager to execute the proposed Professional Services Agreement with Advanced AVANT-GARDE Corporation; and
3. Take such additional, related, action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

18. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-04 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 24, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-04 approving the Warrant Register dated January 24, 2024.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

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).

Mayor Peralta stated that she attended the US Mayors Conference and had the opportunity to speak to Mayors from across the nation to discuss similar issues that other communities are facing.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on February 14, 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, January 21, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta asked for a moment of silence for Dora Baca Haro.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to adjourn the meeting at 9:16 p.m.

THE MINUTES OF JANUARY 24, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF FEBRUARY 2024.

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 # 16

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-11 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED FEBRUARY 28, 2024**

RESOLUTION 24-11
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.1567, consisting of 7 pages, and including:

Warrant No.

General: Check No. 602482 through 602620
ACH No. 5732 through 5788

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 28th day of February 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-11

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. 24-11 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 28th 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. 1567
From Payment Date 02/02/24 - To Payment Date 2/15/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5732	02/08/2024	\$387.56	SUPPLIES	3163	BANK OF AMERICA
5733	02/08/2024	\$2,032.81	SUPPLIES	3163	BANK OF AMERICA
5734	02/08/2024	\$289.32	SUPPLIES	3163	BANK OF AMERICA
5735	02/08/2024	\$3,586.92	SUPPLIES	3163	BANK OF AMERICA
5736	02/08/2024	\$7,332.91	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5737	02/08/2024	\$25.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5738	02/08/2024	\$4,099.57	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5739	02/08/2024	\$3,972.05	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5740	02/08/2024	\$2,510.47	SUPPLIES	3163	BANK OF AMERICA
5741	02/08/2024	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
5742	02/08/2024	\$602.55	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
5743	02/08/2024	\$6,453.19	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5744	02/08/2024	\$10,715.48	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5745	02/08/2024	\$2,289.17	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5746	02/08/2024	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
5747	02/08/2024	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
5748	02/08/2024	\$618.29	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5749	02/08/2024	\$1,000.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
5750	02/08/2024	\$35,261.46	FUEL INVENTORY	962	MO DION & SONS INC
5751	02/08/2024	\$4,925.00	ADVERTISING/PRINTING SERVICES	4399	IN FIXE EST LLC
5752	02/08/2024	\$22,286.84	CONTRACT SERVICES	2793	IBE DIGITAL
5753	02/08/2024	\$523.14	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
5754	02/08/2024	\$94.74	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
5755	02/08/2024	\$429.45	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5756	02/08/2024	\$119,575.15	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5757	02/08/2024	\$8,017.76	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5758	02/08/2024	\$980.42	SUPPLIES	1120	BLUETRITON BRANDS INC
5759	02/08/2024	\$4,131.72	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
5760	02/08/2024	\$225.05	TRAVEL & MEETINGS	3610	SARBJEET SINGH
5761	02/08/2024	\$88.85	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5762	02/08/2024	\$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5763	02/08/2024	\$256.38	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
5764	02/15/2024	\$130.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5765	02/15/2024	\$1,041.99	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5766	02/15/2024	\$422.42	TRAINING	3163	BANK OF AMERICA
5767	02/15/2024	\$304.86	CONTRACT SERVICES	3163	BANK OF AMERICA
5768	02/15/2024	\$1,275.12	SUPPLIES	3163	BANK OF AMERICA
5769	02/15/2024	\$1,051.14	SUPPLIES	3163	BANK OF AMERICA
5770	02/15/2024	\$4,754.87	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5771	02/15/2024	\$2,338.45	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5772	02/15/2024	\$53,490.68	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5773	02/15/2024	\$6,338.96	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
5774	02/15/2024	\$63.25	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5775	02/15/2024	\$68.00	CONTRACT SERVICES	23660	DAIOHS USA
5776	02/15/2024	\$75.44	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5777	02/15/2024	\$935.67	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5778	02/15/2024	\$20,045.04	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
5779	02/15/2024	\$10,550.36	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5780	02/15/2024	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
5781	02/15/2024	\$26,940.80	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5782	02/15/2024	\$243,243.00	CONTRACT SERVICES	42180	PCAM LLC
5783	02/15/2024	\$40,000.00	CONTRACT SERVICES	61050	REFLEX TRAFFIC SYSTEMS
5784	02/15/2024	\$1,659.51	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
5785	02/15/2024	\$2,041.50	CONTRACT SERVICES	3176	PHILLIP SISNEROS
5786	02/15/2024	\$3,407.50	CONTRACT SERVICES	217	TRACKIT LLC
5787	02/15/2024	\$61.68	SUPPLIES	3066	V & V MANUFACTURING INC
5788	02/15/2024	\$850.98	SUPPLIES	3088	WAXIES ENTERPRISES LLC
ACH TOTAL		\$1,071,187.27			
602482	02/08/2024	\$900.00	ADVERTISING/PRINTING SERVICES	3155	JOSUE QUINTERO
602483	02/08/2024	\$1,500.00	EDUCATION REIMBURSEMENT	4148	MARIA CELESTE ALCANTAR
602484	02/08/2024	\$4,620.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
602485	02/08/2024	\$240.05	TRAVEL & MEETINGS	2534	LETICIA ANTUNA



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602486	02/08/2024	\$394.04	UTILITY SERVICES	39550	AT&T
602487	02/08/2024	\$4.43	UTILITY SERVICES	39550	AT&T
602488	02/08/2024	\$495.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
602489	02/08/2024	\$250.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
602490	02/08/2024	\$1,070.00	CONTRACT SERVICES	3642	BODE CELLMARK FORENSICS INC
602491	02/08/2024	\$1,644.94	TRAINING	1285	LIFELINE TRAINING
602492	02/08/2024	\$100.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
602493	02/08/2024	\$1,469.69	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602494	02/08/2024	\$19,884.45	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
602495	02/08/2024	\$950.02	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602496	02/08/2024	\$5,592.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602497	02/08/2024	\$49,000.00	INCURRED CLAIMS	61350	OSCAR CHAVEZ
602498	02/08/2024	\$1,832.92	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
602499	02/08/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
602500	02/08/2024	\$4,434.46	UNEARNED REVENUE	65600	CITY OF PASADENA (DEPARTMENT OF TRANSPORTATION)
602501	02/08/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
602502	02/08/2024	\$136.00	PARKS AND RECREATION	4416	NANCY CRUZ
602503	02/08/2024	\$330.76	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
602504	02/08/2024	\$70.00	PARKS AND RECREATION	4418	KAREN EDDOW
602505	02/08/2024	\$419.00	TRAINING	3392	EL CAMINO COLLEGE
602506	02/08/2024	\$294.90	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
602507	02/08/2024	\$14.44	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
602508	02/08/2024	\$8,954.35	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
602509	02/08/2024	\$60.00	PARKS AND RECREATION	4417	DOLORES GONZALEZ
602510	02/08/2024	\$2,725.50	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
602511	02/08/2024	\$3,007.44	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
602512	02/08/2024	\$5,452.85	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
602513	02/08/2024	\$2,240.92	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
602514	02/08/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
602515	02/08/2024	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
602516	02/08/2024	\$1,006.26	CONTRACT SERVICES	993	IVA SOLUTIONS INC
602517	02/08/2024	\$750.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
602518	02/08/2024	\$3,442.59	MACHINERY & EQUIPMENTS	2405	JCB FINANCE



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602519	02/08/2024	\$5,949.55	UNIFORM EXPENSE	1578	UNIFORM HEADQUARTERS
602520	02/08/2024	\$11,882.03	CONTRACT SERVICES	3716	KOA CORPORATION
602521	02/08/2024	\$555.60	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
602522	02/08/2024	\$346.74	EDUCATION REIMBURSEMENT	4394	DAVID MEDINA
602523	02/08/2024	\$12,133.47	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
602524	02/08/2024	\$3,550.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
602525	02/08/2024	\$333.71	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
602526	02/08/2024	\$650.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
602527	02/08/2024	\$79.85	SUPPLIES	15620	OFFICE DEPOT INC
602528	02/08/2024	\$1,200.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
602529	02/08/2024	\$25.14	UTILITY SERVICES	36610	CITY OF PICO RIVERA
602530	02/08/2024	\$200.00	TRAINING	202	POLICE EXECUTIVE RESEARCH FORUM
602531	02/08/2024	\$369.17	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
602532	02/08/2024	\$6,888.11	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602533	02/08/2024	\$1,725.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
602534	02/08/2024	\$280.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602535	02/08/2024	\$6,468.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
602536	02/08/2024	\$1,008,127.05	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
602537	02/08/2024	\$1,800.00	CONTRACT SERVICES	4421	YANNI RAZ
602538	02/08/2024	\$400.00	CONTRACT SERVICES	134	RICHARD H MUNOZ
602539	02/08/2024	\$1,600.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
602540	02/08/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
602541	02/08/2024	\$800.00	DUES & SUBSCRIPTIONS	4413	SOUTHEAST POLICE CHIEFS GROUP
602542	02/08/2024	\$134,043.74	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602543	02/08/2024	\$553.35	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
602544	02/08/2024	\$26,498.00	UTILITY SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
602545	02/08/2024	\$1,575.65	CONTRACT SERVICES	3397	STERICYCLE INC
602546	02/08/2024	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
602547	02/08/2024	\$4,433.43	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602548	02/08/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602549	02/08/2024	\$1,500.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602550	02/08/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602551	02/08/2024	\$595.17	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602552	02/08/2024	\$434.23	SUPPLIES	3110	TOMAS ALVARADO
602553	02/08/2024	\$6,546.37	CONTRACT SERVICES	45120	ULINE INC
602554	02/08/2024	\$76,418.15	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602555	02/08/2024	\$60.00	PARKS AND RECREATION	4414	YVONNE VALENZUELA
602556	02/08/2024	\$6,800.00	CONTRACT SERVICES	3931	VERITONE, INC.
602557	02/08/2024	\$6,328.76	UTILITY SERVICES	23610	VERIZON WIRELESS
602558	02/08/2024	\$651.07	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
602559	02/08/2024	\$736.00	GENERAL GOVERNMENT	4415	ROSIE YANEZ
602560	02/08/2024	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
602561	02/08/2024	\$960.00	CONTRACT SERVICES	2905	ZUTRA WATER
602562	02/15/2024	\$59.03	UTILITY SERVICES	1732	AT&T CORP
602563	02/15/2024	\$7,565.92	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
602564	02/15/2024	\$248.40	TRAINING	4426	ERIC ALVAREZ
602565	02/15/2024	\$2,916.63	UTILITY SERVICES	39550	AT&T
602566	02/15/2024	\$4,977.16	UTILITY SERVICES	39550	AT&T
602567	02/15/2024	\$184,058.79	MACHINERY & EQUIPMENTS	2589	AXON ENTERPRISE INC
602568	02/15/2024	\$199.00	TRAINING	1285	LIFELINE TRAINING
602569	02/15/2024	\$618.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
602570	02/15/2024	\$9,867.68	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
602571	02/15/2024	\$6,415.26	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602572	02/15/2024	\$63,887.60	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
602573	02/15/2024	\$234.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602574	02/15/2024	\$2,600.00	CONTRACT SERVICES	4403	ARTURO CORTEZ
602575	02/15/2024	\$125.00	TRAINING	842	CSULB FOUNDATION
602576	02/15/2024	\$2,596.48	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
602577	02/15/2024	\$1,000.00	CONTRACT SERVICES	2759	D F POLYGRAPH
602578	02/15/2024	\$1,769.21	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
602579	02/15/2024	\$91.65	TRAINING	3669	BEATRICE ESPINOSA
602580	02/15/2024	\$300.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
602581	02/15/2024	\$62.71	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
602582	02/15/2024	\$2,442.43	SUPPLIES	4365	ANDREW ARTHUR GARCIA
602583	02/15/2024	\$704.55	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
602584	02/15/2024	\$163.10	SUPPLIES	4424	TREVOR GOETZ



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602585	02/15/2024	\$160.31	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
602586	02/15/2024	\$3,000.00	TRAINING	4350	GRACIE GLOBAL LLC
602587	02/15/2024	\$1,958.95	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
602588	02/15/2024	\$19,805.00	MACHINERY & EQUIPMENTS	4309	ISIMULATE
602589	02/15/2024	\$1,500.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
602590	02/15/2024	\$173,093.38	CONTRACT SERVICES	2539	JL GROUP LLC
602591	02/15/2024	\$3,925.00	CONTRACT SERVICES	2205	MGT OF AMERICA
602592	02/15/2024	\$892.88	TRAINING	790	CITY OF MONTEBELLO PETTY CASH
602593	02/15/2024	\$8,253.15	CDBG - YMCA	97	YMCA OF METRIOPOLITAN LOS ANGELES
602594	02/15/2024	\$35.00	PARKS AND RECREATION	4425	ROCIO MONTELONGO
602595	02/15/2024	\$673.37	MACHINERY & EQUIPMENTS	23460	MOTOROLA SOLUTIONS INC
602596	02/15/2024	\$125.00	DUES & SUBSCRIPTIONS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
602597	02/15/2024	\$289.10	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
602598	02/15/2024	\$985.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
602599	02/15/2024	\$2,770.82	SUPPLIES	15620	OFFICE DEPOT INC
602600	02/15/2024	\$46.85	UTILITY SERVICES	100	PICO WATER DISTRICT
602601	02/15/2024	\$350.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
602602	02/15/2024	\$6,108.64	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602603	02/15/2024	\$205.59	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602604	02/15/2024	\$2,894.90	SUPPLIES	503	QUADIENT INC
602605	02/15/2024	\$753.00	TRAINING	43150	SAN BERNADINO COUNTY SHERIFF'S DEPARTMENT
602606	02/15/2024	\$3,063.60	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602607	02/15/2024	\$4,454.51	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
602608	02/15/2024	\$7,100.70	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602609	02/15/2024	\$565.00	CONTRACT SERVICES	6020	STRADLING Yocca CARLSON & RAUTH
602610	02/15/2024	\$4,782.58	CONTRACT SERVICES	6230	SYMPRO INC
602611	02/15/2024	\$10,717.26	UTILITY SERVICES	526	T-MOBILE USA INC
602612	02/15/2024	\$149.38	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
602613	02/15/2024	\$16,397.60	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602614	02/15/2024	\$2,218.54	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602615	02/15/2024	\$89,314.96	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
602616	02/15/2024	\$388.62	SUPPLIES	45120	ULINE INC
602617	02/15/2024	\$20,991.12	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP



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602618	02/15/2024	\$950.79	SUPPLIES	9470	W W GRAINGER INC
602619	02/15/2024	\$315.00	TRAVEL & MEETINGS	4317	MARIO ARREOLA
602620	02/15/2024	\$2,394.75	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
CHECK TOTAL		\$2,152,732.63			
GRAND TOTAL		\$3,223,919.90			



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 - March

March 13th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - TBD	Presentation	Public Affairs	David S.
	COVID-19 Memorial (March 13th)	Presentation	Public Affairs	David S.
	Women's History Month	Presentation	Public Affairs	David S.
	National Developmental Disabilities Month	Presentation	Public Affairs	David S.
	Recognition of New Police Department Employees	Presentation	Police	Chief Espinosa
	Adoption of User Fees for Golf Course	Regular Business	Parks & Rec	David S.
	Fire Department Job Description Updates (FF/PM, Field Case Manager, FF/PM Trainee) - move for 2nd meeting	Consent	Fire	Chief Pelaez/Angelica
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.